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August 20, 2014

Ms. Marlene H. Dortch, Secretary Office of the Secretary Federal Communications Commission 445 12th Street, SW Washington, DC 20554

Re: WC Docket No. 14-104

File No. SCL-T/C-20140707-

Dear Ms. Dortch:

The original Opposition to Level 3 Communications and TW Telecom Inc. 214 Applications to Transfer Authorizations of Subsidiaries of TW Telecom Inc. to Level 3 was filed, as requested by TW Telecom, as a confidential pleading. TW Telecom has now removed their request for confidential treatment. Attached please find an unredacted copy of the original pleading.

Should any question arise concerning this application, please communicate directly with this office.

Respectfully submitted,

Mark J. Palchick

Enclosure

Before the FEDERAL COMMUNICATIONS COMMISSION Washington, D.C. 20554

In the Matter of

tw telecom inc.

Transferor,

WC Docket No. 14-104 File No. SCL-T/C-20140707-_____

Level 3 Communications, Inc.,

Transferee, and

tw telecom of hawaii l.p.

Licensee,

Application for Consent to Transfer Control of a Joint Interest in the Cable Landing License for the Hawaiian Islands Fiber Network Pursuant to the Cable Landing License Act of 1921, as Amended

OPPOSITION TO LEVEL 3 COMMUNICATIONS AND TW TELECOM INC. 214 APPLICATIONS TO TRANSFER AUTHORIZATIONS OF SUBSIDIARIES OF TW TELECOM INC. TO LEVEL 3

Before the FEDERAL COMMUNICATIONS COMMISSION Washington, D.C. 20554

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In the Matter of

tw telecom inc.

Transferor,

WC Docket No. 14-404 File No. SCL-T/C-20140707-_____

Level 3 Communications,

Inc., Transferee, and

tw telecom of hawaii

l.p. *Licensee*,

Application for Consent to Transfer Control of a Joint Interest in the Cable Landing License for the Hawaiian Islands Fiber Network Pursuant to the Cable Landing License Act of 1921, as Amended

OPPOSITION TO LEVEL 3 COMMUNICATIONS AND TW TELECOM INC. 214 APPLICATIONS TO TRANSFER AUTHORIZATIONS OF SUBSIDIARIES OF TW TELECOM INC. TO LEVEL 3.

SUMMARY

Foreman Seeley Fountain ("FSF") by its counsel hereby opposes the transfer of the assets of TW Telecom Holdings ("TWTC") to Level 3 Communications Inc.

Section 310(d) of the Communications Act provides that no station license may be transferred, assigned, or disposed of in any manner except upon a finding by the Commission that the "public interest, convenience and necessity will be served thereby." Among the factors that the Commission considers in its public interest inquiry is whether the applicant for a license

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¹ 47 USC § 310(d).

or license transfer has the requisite "citizenship, character, financial, technical, and other qualifications." The Commission, as a threshold matter, must determine whether the parties meet the requisite qualifications to hold and transfer licenses under section 310(d) of the Act and the Commission's rules. The Commission has previously determined that, in deciding character issues, it will treat any violation of any provision of the Act, or of the Commission's rules, as predictive of an applicant's future truthfulness and reliability and, thus, as having a bearing on an applicant's character qualifications. Where the issues have been sufficiently raised in petitions to warrant the designation of a hearing, the Commission will consider these issues in a transfer application. FSF currently has on file an informal complaint against TWTC which it will be amending shortly to convert to a Formal Complaint which asks, *inter alia*, that TWTC's 214 authorizations be revoked and that it not be permitted to transfer those authorizations.

The formal complaint alleges that and as will be shown below, TWTC has engaged in a pattern and practice of illegal and questionable practices which indicate that it does not have the character qualifications to hold its current authorizations and should not be permitted to transfer those assets.

TWTC has, as a general practice, ignored its internal procedures designed to protect consumers from international toll fraud, violated the terms of its agreements with consumers, subscribed consumers to international service without their consent, negligently failed to take

² SBC/SNET Order, 13 FCC Rcd 21292 at 21305, para. 26.

³ Policy Regarding Character Qualifications in Broadcast Licensing, 102 FCC 2d 1179, 1209-10 at para. 57 (1986) (Character Qualifications), modified, 5 FCC Rcd 3252 (1990) (Character Qualifications Modification), recon. granted in part, 6 FCC Rcd 3448 (1991), modified in part, 7 FCC Rcd 6564 (1992) (Further Character Qualifications Modification); MCI Telecommunications Corp., Order and Notice of Apparent Liability, 3 FCC Rcd 509 (1988) (stating that character qualifications standards adopted in the broadcast context can provide guidance in the common carrier context). The Commission has also determined that allegations that an applicant has engaged in unreasonable or anticompetitive conduct is relevant to the Commission's public interest analysis. SBC/SNET Order, 13 FCC Rcd at 21306-07, paras. 28-30.

actions to prevent international toll fraud, and engaged in affirmative practices that promote international toll fraud.⁴

TWTC's Failure to follow its Internal Procedures for Limiting Toll Fraud:

TWTC failed to follow its own procedures which require a TWTC engineer to walk through technical options with the customer, so the customer is advised of and has the opportunity to confirm voice and data options.⁵ Had TWTC followed through with actually consulting with FSF regarding the services purchased and walking through the drafted checklist with FSF, then FSF would have been notified of its purchase and could have blocked international tolls. Rather, during a busy holiday install period, the Senior Technical Assurance Specialist for TWTC, Harold Hogancamp, merely emailed Mr. Seeley a copy of a completed TWTC Technical Assurance Service Confirmation ("TASC") form and described the form as "document [that] describes the technical specifications for your telephone and/or data service from TWTC telecom." Viewing the document as confirming only technical specifications and, again, unaware that an option for international calling would ever apply to a company that had not knowingly purchased international service, Mr. Seeley's response merely confirmed that technical specifications seemed ok, but that FSF would have the form reviewed by its installer. A final confirmation of the accuracy of the document was never provided to TWTC. No representative of TWTC ever advised FSF that is was subscribing to international service, ever suggested that FSF might want to block international calls, or discussed the risk of toll fraud.⁸

Where a carrier has established procedures to protect customers, and then does not follow those procedures, it is unjust and unreasonable to hold the customer wholly liable for

⁴ While the examples demonstrated below and detailed in the formal complaint relate specifically to the relationship between FSF and TWTC, these most likely extend to TWTC pattern and practices with its other customers as well. ⁵ *See* TWTC Contract at 20 at Exhibit 1.

⁶ *Id*.

⁷ Email from Jeff Seeley to Harold Hogancamp, dated December 14, 2012 attached as Exhibit 2.

⁸ Declaration of Jeff Seeley.

consequences of the carrier's failure. TWTC's standard procedures, according to TWTC, were to provide customers the option to block international calls and to advise customers of the risk of fraudulent use of the customer's equipment. This is not a procedure that the Commission imposed on the Carrier. FSF is not asserting that TWTC should have done anything more than follow its standard procedures. However, in violation of its own procedure, TWTC did not provide any options to FSF to limit its customer liability. As a result, while TWTC's fraud detection system was off line for over 44 hours, FSF incurred \$166,000.00 in fraudulent transmission costs.

TWTC Repeatedly Violated the Terms and Conditions of The Service Agreement that TWTC Drafted:

Section 201(b) of the Communications Act requires, *inter alia*, that all practices, for and in connection with such communication service be just and reasonable, and any such practice, that is unjust or unreasonable is unlawful. Given the boiler plate nature of the contracts that customers must sign with carriers and the drastic disparity in bargaining power between customers and carriers, it is fundamentally unjust and reasonable for carriers to operate in violation of the contracts which they drafted. As draconian as the TWTC contract was it did have a few basic protections for FSF. These provisions detailed procedures for disputing charges, detailed when payment was delinquent and provided a right to proper notice prior to termination. However, TWTC flagrantly violated those provisions.

Section 6(d) and Section 7 of the Agreement entered into between FSF and TWTC, provide a procedure for contesting charges and provide that no payment is due for any charges that a customer disputes until five days after the dispute has been resolved. On the 15th of April 2014, FSF disputed \$166,000 in fraudulent international transmissions. The dispute was not declared resolved by TWTC and notice of that determination was not provided until 11:44 am on June 19th, 2014. According to the contract terms, FSF had five days from that determination to pay the disputed amounts without FSF's

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⁹ TWTC Contract at Exhibit 1.

payments being delinquent. Accordingly, the earliest that FSF could have been in arrears was on June 24, 2014. However, in gross violation of the contract, TWTC threatened to disconnect FSF for non-payment no less than three times before June 24, 2014. 10

According to the TWTC Agreement, TWTC may only disconnect service upon ten (10) days written notice to the customer. 11 TWTC's only valid termination notice, made after FSF had been notified that TWTC had reviewed its dispute and found that FSF still owed the charges, was made in Gary Witt's letter of June 23rd. ¹² The June 23rd letter, notified FSF that its services would be terminated if it did not pay the disputed charges by June 26, 2014. The three day notification period provided for in the letter was in clear violation of TWTC's Agreement. Failure to abide by the terms of its own Agreement with the customer is an unjust and unreasonable practice in violation of Section 201(b) of the Communications Act. 13

Demand for payment of the disputed amounts and threats to discontinue service while those disputes are pending are highly disruptive to the business affairs of small entities like FSF. Instead of running its business, FSF was forced to drop everything and investigate alternative providers when it should have been able to rely on the contract obligations imposed by TWTC's contract. Such bullying practices, in clear violation of the contract TWTC drafted, are unjust and unreasonable practices and contrary to public policy. These abusive practices go the very heart of the Commission's obligation "to make available, so far as possible, to all the people of the United States, without discrimination on the basis of race, color, religion, national origin, or sex, a rapid, efficient, Nation-wide, and world-wide wire and radio communication service." 14

¹⁰ Termination Notices were sent on May 29, June 19 (before the dispute had even been resolved) and on June 23,

TWTC Contract at 12(a) at Exhibit 1.
 See Letter from Gary Witt to Mark Palchick, dated June 23, 2014 attached as Exhibit 3.
 47 U.S.C. §201(b).

¹⁴ 47 USC 151.

TWTC Subscribes Consumers To International Service Without Their Consent

TWTC subscribed FSF to international service without its affirmative consent. TWTC's attempts to hold FSF liable for fees from a service that FSF never knowingly subscribed to violates Section 201(b) and of the Communications Act. ¹⁵ Section 201(b) of the Act states: "All charges, practices, classifications, and regulations for and in connection with such communication service, shall be just and reasonable, and any such charge, practice, classification, or regulation that is unjust or unreasonable is declared to be unlawful."16

TWTC's failure to notify FSF that the purchase of voice and broadband service, by default, included international long distance service is an unreasonable practice in violation of the Act. The TWTC Contract signed by FSF in no way provided adequate notice that international long distance was an included service. The Service Order, which is intended to provide a description of services purchased by the customer, fails to list international long distance as a purchased service.¹⁷ According to the "Standard Terms and Conditions" in the TWTC Contract, "Customer may submit service orders to TWTC to purchase telecommunication and related services under this Agreement ("Service Order"). The Service Orders describe the telecommunication and related services that are available under this Agreement ("Services"). 18 The Service Order specifically lists only Domestic LD ("Long Distance") and Extended Area Service. 19 The description of international long distance in the contract provisions below the Service Order again fails to put the customer on notice that they have ordered the service. Rather, the provision simply states:

¹⁵ 47 U.S.C. § 201; 47 U.S.C. § 202. ¹⁶ 47 U.S.C. § 201(b).

¹⁷ See TWTC Contract at 1 at Exhibit 1.

¹⁸ See TWTC Contract at 9 at Exhibit 1.
19 See TWTC Contract at 1 at Exhibit 1.

Except as otherwise specified in this Service Order, international long distance calls are charged at the rates specified in TWTC's international price list found at www.twtelecom.com/tariffed-international-rates. Information regarding international toll blocking and international/offshore pricing for TWTC's international long distance Services is also available at this website. 20

The provision appears irrelevant to a customer that has not agreed to the purchase of international service.

In *Chartways*, *Directel* and *Gerri Murphy*, there was no question that the end-user had purchased the service at issue. Accordingly, the various tariffs involved in the cases specifically applied to the complainant. *United Artists*, however, involved a complainant who argued that it should not be liable for unauthorized calls made to or accepted at its payphones. There, the Commission questioned whether UA was AT&T's customer because only a customer who ordered service could be held liable for fraudulent charges under the terms of AT&T's tariff. The Commission held that United Artists had not, in fact, ordered the services at issue and therefore could not be held liable for the charges. Also, in *Halprin/Freedom*, the Commission held that where obligations that a carrier sought to impose on a customer were not clear and explicit, as required by Section 61.2 of the Commission's rules, the attempt to impose the charges was unreasonable in violation of Section 201(b) of the Act.

In the instant case, FSF never knew that it had contracted for international long distance services. Thus, the case is distinguishable from *Chartways*, *Directel* and *Gerri Murphy* which involved subscribers to the interexchange service. As in the *United Artists* and *Halprin/Freedom* cases, FSF never subscribed to the services leading to the toll fraud. As such, it would be unreasonable to hold FSF liable for fraudulent charges associated with a service that it had never

²⁰ See letter from Gary Witt to Mark Palchick, dated June 23, 2014 attached as Exhibit 3.

 24 *Id.* at ¶¶ 10-12.

²¹ See e.g., Chartways, 6 FCC Rcd 29592; see also, Directel, 11 FCC Rcd 7554 (1996).

²² United Artists, 8 FCC Rcd 5563.

 $^{^{23}}$ *Id.* at ¶5.

²⁵ *Halprin*, 13 FCC Rcd 22568.

purchased. Moreover, as in *Halprin/Freedom*, the language in TWTC's contract allowed TWTC to subscribe FSF to services to which it never intended to be subscribed.

FSF believes that TWTC's tactic of subscribing customers to international toll service without their affirmative consent and without clear and explicit language in the contract is a general practice of TWTC. Such actions are a violation of TWTC's obligations under Title II of the Communications Act. Before granting TWTC's 214 application the Commission should investigate whether, in fact, this is a common practice of TWTC, and if so the 214 Application should be denied until such time as TWTC can affirmatively show that it has discontinued this practice.²⁶

TWTC Negligently Failed To Take Actions To Prevent International Toll Fraud:

The FCC in its Public Notice on Toll Fraud recognized that it is important that both carriers and customers take appropriate care to prevent International Toll Fraud. TWTC has attempted to completely abrogate its responsibility to prevent toll fraud and has negligently failed to take prudent actions to prevent toll fraud.

Despite multiple opportunities and an awareness of the potential for fraud, at no time prior to the occurrence of the fraud did TWTC advise FSF of the risks of international toll fraud or offer FSF the means to limit such fraudulent transmissions.²⁷ The first notices that FSF received regarding international toll fraud were supplied after the fraud had already occurred even though TWTC clearly had prepared these information items well in advance of the fraud.²⁸

Moreover, TWTC received prior warning months earlier on October 25, 2013 from the Cyber Division of the FBI that traffic pumping was an issue of concern that should be protected against. ²⁹ On

²⁶ Moreover, Section 258(a) of the Communications Act strictly prohibits a telecommunications carrier from subscribing a customer to telephone toll service without its affirmative consent.

²⁷ Seeley Declaration.

²⁸ PBX and Voice Mail Security Tips attached as Exhibit 4; VoIP PBX and Voicemail Security Tips attached as Exhibit 5.

²⁹ See FBI Cyber Bulletin at Exhibit 6.

October 25, 2013 the Cyber Division of the FBI released a Bulletin that identified toll pumping as a fraud that could expose the telecommunications industry to large financial losses.³⁰ The Bulletin identified the specific type of fraud as an "abuse of toll free numbers, where a computer/service is utilized to artificially generate calls to toll free numbers.³¹ The Bulletin further illustrated the flow of call traffic that facilitated the fraud, stating that "carriers may unknowingly be carrying toll free traffic pumping calls."³² The Bulletin further warned that "it may not be noticeable that calls are occurring during non-business hours (evenings or weekends) or when there is normally no one in the office."³³ The FBI Bulletin would have put TWTC on notice of the dangers of fraudulent toll pumping in 2013.

In *Gerri Murphy*, the Commission evaluated an instance of toll fraud by looking at the security measures offered by the carrier.³⁴ The Commission found that the carrier should not be held liable, because it had provided the customer with options to limit customer liability.³⁵ According to the Commission options offered by the carrier provided the customers with "reasonable security options and create appropriate incentives for customers to secure and monitor their telephone systems."³⁶ Unlike the facts in *Gerri Murphy*, TWTC never gave FSF this opportunity.³⁷

In the Toll Fraud NPRM the Commission recognized the need for shared responsibility between carrier and customer. According to the NPRM, "If customers are unaware of potential liability, they are unlikely to take steps to limit their exposure. And if carriers have no economic incentive to help customers limit their exposure, they are unlikely to invest in developing proactive solutions to PBX, or other, kinds of fraud." Thus, the Commission concluded that tariff provisions must include an obligation for carriers to warn customers of service risks and must communicate the risks to customers. In 1993 the Commission recognized the importance of shared responsibility for fraud and was concerned

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³⁰ *Id*. ³¹ *Id*.

 $^{^{32}}$ Id.

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³³ *Id*.

³⁴ Gerri Murphy Realty, Inc. v. AT&T Corp., 16 FCC Rcd 19134 (2001).

 $^{^{35}}$ *Id.* at ¶8.

 $^{^{36}}$ *Id.* at ¶9.

³⁷ Seeley Declaration.

³⁸ *Toll Fraud NPRM*, 8 FCC Rcd at ¶24.

³⁹ *Id*.

by carriers attempts to disclaim responsibility. Since the issuance of the NPRM in 1993, the pendulum has swung considerably farther with the availability of new technology and the need to warn customers of the risks associated with service. Unlike in 1993, today carriers are now in a better position to be a first line of defense against these risks.

FSF was never offered the opportunity or the ability to limit fraudulent transmissions or limit its liability from fraudulent transmissions. Unlike Directel and Gerri Murphy, FSF was never given this opportunity. First it was not clearly advised of the need to block international calls if it was not going to make international calls, then it was never advised of the risk which TWTC clearly knew about, and finally it was never given the means to limit the fraud. Also, unlike *Directel*, FSF is not a sophisticated telecommunications provider, but rather a small business concern which faces the possibility of bankruptcy if charged with full responsibility for a fraud which can only benefit one or more carriers. In this modern age, it is not appropriate for a customer to bear full responsibility for carrier initiated fraud where the customers are increasingly at risk and the carriers have increasingly more sophisticated means for stopping fraud, and where a carrier like TWTC makes no effort to give the customer the tools to protect itself and then disclaims any liability for cost of the fraud. Accordingly, TWTC practice of failing to warn its customers of the potential for toll fraud and provide the means to protect against the fraud are unjust and unreasonable practices and therefore an unlawful in violation of Section 201(b) of the Communications Act. TWTC's complete failure to take any action to assist FSF with preventing the fraud is so unjust and unreasonable as to call into question TWTC's fitness to be a holder of FCC authorizations or to profit from those authorizations.⁴⁰

Clearly TWTC was aware of the potential dangers of toll fraud as evidenced by the fact that they prepared informational bulletins about the risks. The FBI Bulletin would have further made TWTC aware of the issue by at least October of 2013, over a year prior to the fraudulent event.

 $^{^{\}rm 40}$ 47 U.S.C. 310 (d) ; see also RKO General, Inc., 47 RR2d 921 (FCC 1980).

TWTC failed to warn FSF of the possibility of toll pumping fraud and failed to maintain systems that could have identified the fraud in a timely manner. The practice of ignoring warnings of the toll pumping scheme, failing to pass the warning on to customers and failing to take necessary precautions to prevent against a carrier-driven fraud is an unjust and unreasonable practice in violation of Section 201(b) of the Act. Such practices, as pointed out by the FBI Bulletin, also pose a significant threat to the whole telecommunication infrastructure. TWTC's failure to act put FSF and the telecommunication infrastructure at risk and is therefore unjust and unreasonable in violation of Section 201(b) of the Act.

The majority of the fraudulent charges incurred by FSF were accumulated during a failure of TWTC's fraud monitoring system. According to TWTC:

[o]n March 29, 2014, at approximately midnight MDT, TWTC telecom experienced an outage in its mediation distribution system. As a result, although call records were being collected, the information in those records was not being distributed to some of the locations that normally receive it, including our fraud control center, which was unaware of the spike in Foreman Seeley's international usage until the mediation system was restored on Sunday, March 30, 2014 at approximately 8:00pm MDT. 42

According to the call detail provided by TWTC, over \$125,000 worth of fraudulent calls were billed while the system was down. Had the system been up and running, the fraud would have been severely limited as evidenced by the limited fraud that occurred after the equipment was properly working. FSF should not be held liable for TWTC's system failure. TWTC's knowledge of the potential for fraud was extensive enough for TWTC to have initiated a fraud monitoring program. It should have a concomitant obligation to maintain that equipment. TWTC has the resources and knowledge in place to monitor for and protect against fraud. While it might be proper to hold a customer liable for some liability that it could have controlled, it is neither just nor reasonable for FSF to be held solely liable for the failure of TWTC's systems.

⁴¹ TWTC admits that its fraud detection system was off line for over 40 hours. TWTC's failure to maintain the operations status of its fraud prevention system is an unjust and unreasonable practice. This was compounded by its failure to notify customers of the increased risk.

⁴² Letter from Gary Witt to Mark Palchick, dated June 23, 2014 attached as Exhibit 3.

⁴³ See TWTC Call Detail Report at Exhibit 7.

Moreover, once TWTC became aware that its systems had failed, it should have notified FSF, so that FSF could have taken additional steps to secure its equipment.

The presence of negligence on the part of TWTC in this instance, distinguishes this case from *Chartways* and *Directel*. In *Chartways*, AT&T had timely notified Chartways of the instance of fraud.⁴⁴ The Bureau noted that Chartways hadn't made any allegation or provided any evidence to show that AT&T was negligent in any way with regard to the unauthorized calls.⁴⁵ Likewise, in *Directel*, the Bureau found that *Directel* had failed to alleged facts that would show that "it lacked the ability to control, secure or restrict such access and that such ability was within AT&T's capability." Here, TWTC had a monitoring system in place to assist its customers and notify them of potential fraud. FSF incurred over \$125,000 in fraudulent chargers during TWTC's equipment failure. By failing to maintain its system or notify FSF of a system failure, TWTC's actions were negligent and unreasonable in violation of Section 201(b) of the Act.

AT&T's international tariff with TWTC provides that: "The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other." TWTC failed in its duty to "minimize" fraud under the tariff, by failing to maintain its fraud monitoring system. In this case, over \$125,000 worth of charges were incurred due to this failure. Moreover, TWTC has provided no indication that it

⁴⁴ Chartways, 6 FCC Rcd at ¶3.

⁴⁵ *Id*. at ¶11.

⁴⁶ See AT&T International Tariff at Section 9.2.

⁴⁷ FSF, on information and belief, believes that tariff Version: 2009 – Commercial Agreement – LWC 04/08/09 is the correct tariff between TWTC and AT&T. FSF notes that TWTC failed to provide a copy of the AT&T tariff to FSF when requested. *See* Letter from Mark Palchick to Gary Witt, dated June 11, 2014 attached at Exhibit 8; *see also* Letter from Gary Witt to Mark Palchick dated June 23, 2014 attached as Exhibit 3.

informed AT&T that its fraud monitoring system was off-line for approximately 44 hours. TWTC, likewise, has not indicated that it notified AT&T of the incident of fraud, so that the parties could have worked together to prevent the payment of fraudulently incurred charges.

By failing to abide by the tariff, TWTC engaged in an unreasonable practice in violation of Section 201(b). The AT&T tariff specifically required the parties to have fraud minimization procedures in place and to take efforts to minimize the fraud. Moreover, the tariff required the parties to work together to investigate, minimize and take corrective action in fraud cases. Not only did TWTC fail to maintain its fraud monitoring system in violation of the tariff, but to FSF's knowledge, TWTC never notified nor worked with AT&T to investigate, minimize or take corrective action once the fraud had occurred. TWTC's actions, or more precisely its failure to take any actions pursuant to the tariff, were an unreasonable practice in violation of Section 201(b) of the Act.

TWTC Engaged In Affirmative Practices That Promote International Toll Fraud:

Toll pumping is a unique type of fraudulent activity that benefits carriers who initiate toll pumping to artificially increase traffic and toll charges. Payment of toll fees passes from the end-user caller through the initial carrier and subsequent interconnection carriers to the toll pumping terminating carrier and, by default, facilitate funding of the fraud. The result is an endless cycle of payments to perpetrators without questioning the legality of the payments. The FBI's Bulletin highlighted revenue share agreements between carriers as a vehicle for the fraud: "The fraudsters, or traffic pumpers, are typically several carriers behind a Competitive Local Exchange Carrier (CLEC), who offers a share of the revenue paid by the toll free service provides for connecting toll free calls to their networks." Yet, despite knowledge of the fraudulent activity and the means by which it is facilitated, TWTC continued to perpetuate the

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⁴⁸ See FBI Cyber Bulletin at Exhibit 6.

crime by passing along revenue, generated from the end-user, to the illegal actor without even attempting to investigate the legitimacy of the charges.

Here, despite knowing that the FSF incident involved fraudulent transmissions, TWTC moved forward on payment of the toll charges to AT&T without advising AT&T or attempting to investigate the legitimacy of the charges. Accordingly, TWTC facilitated the illegal toll pumping terminating carrier and funded the fraud. This is an unreasonable practice in violation of Section 201(b) of the Act for carriers to contribute to the furtherance of fraud by passing along payments resulting from carrier initiated fraud. Moreover, as pointed out by the FBI Bulletin, TWTC's actions put the entire telecommunication system at risk.

AT&T's tariff requires carriers to "cooperate with one another to investigate, minimize, and take corrective action in cases of fraud involving 1+ IntraLATA toll calls, ABT, and ported numbers." There is no evidence that TWTC investigated the source of the toll fraud. Per TWTC's own admission, TWTC paid AT&T for charges, related to the fraud on May 8th even though the charges, at that time, were still under review by TWTC. According to the AT&T tariff.

In cases of suspected fraudulent activity by an End User, at a minimum, the cooperation referenced in Section 9.1 above will include providing to the other Party, upon request, information concerning End Users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the End User's permission to obtain such information.

TWTC never contacted FSF to obtain permission to pass along information regarding the fraudulent charges to AT&T. By failing to inform AT&T of the fraud, TWTC violated the AT&T International Tariff. Violating the AT&T Tariff is an unreasonable practice in violation of Section 201(b) of the Act.

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⁴⁹ AT&T International Tariff at Section 9.2.

 $^{^{50}}$ See Letter from Gary Witt to Mark Palchick, dated June 23, 2014 attached as Exhibit 3.

By failing to maintain its fraud monitoring system, TWTC put all of its customers and legitimate carriers at risk. There is no evidence that TWTC warned any of its customers or connecting carriers that its fraud monitoring systems were off-line for approximately 44 hours. Not only was the monitoring system offline for an extended period of time, it was also off-line over a weekend – the most-likely time for fraudulent toll charges to be incurred.⁵¹ It can only assumed that other TWTC customers incurred fraudulent toll charges over this period of time. Moreover, by failing to inform its connecting carriers, TWTC helped perpetuate the fraud. TWTC's refusal to try to protect its customers and connecting carriers during this outage was a negligent and unreasonable action in violation of Section 201(b) of the Act.

By knowingly paying AT&T international toll charges associated with illegal toll pumping activity without advising AT&T of the fraud, TWTC committed wire fraud in violation of 18 U.S.C. §1343. The elements of wire fraud require a party to knowingly and willingly enter into a scheme to defraud and use interstate wire communication to further the scheme.⁵² Here, TWTC knowingly and willingly paid AT&T international toll charges on transmissions that TWTC identified as fraudulent after FSF had disputed the charges and prior to resolution of the dispute. To FSF's knowledge, TWTC never informed local, regional, national or international law enforcement of the fraudulent activity. Rather, TWTC willingly and with full knowledge of the fraud acted as a vehicle for the criminal activity and perpetuated the fraud by paying the charges and passing funds along to AT&T without notice to ATT&T that the transmissions were fraudulent, ensuring funding of the unlawful activity. TWTC did so despite the opportunity provided for in AT&T's international tariff to notify AT&T of the disputed charges. TWTC's

 ⁵¹ See FBI Cyber Bulletin at Exhibit 6.
 ⁵² 18 U.S.C. §1343; United States v. Maxwell, 920 F.2d 1028, 1035-36 (D.C. Cir. 1990).

extreme negligence in this matter and knowing facilitation of payment rises to the level of criminal activity.

CONCLUSION

As shown above, and as will be shown in the formal complaint to be filed by FSF against TWTC, TWTC has shown a wanton disregard for its customers, its obligations under the Communications Act, and has threated the very fabric of the telecommunications system.

Therefore, pursuant to Section 310 of the Communications Act, the above referenced transfer applications should be denied. At a minimum, TWTC transfers application must be conditioned on reformation of its practices and recompense to the parties harmed by its actions.

Respectfully submitted,

Jeff Seeley Managing Partner Foreman Seeley Fountain Architecture 309 Governors Lake Drive Norcross, GA 30071-1143 (770) 729-8433 Mark J. Palchick Rebecca Jacobs Womble Carlyle Sandridge & Rice, LLP 1200 19th St NW Suite 500 Washington, D.C. 20036

Telephone: (202) 857-4411 Telecopy: (202) 261-0011

Counsel for Foreman Seeley Fountain Architecture

August 18, 2014

DECLARATION OF JEFF SEELEY

I, Jeff Seeley, declare the following:

- 1. I am the Managing Partner, Technology Director, and Plan Coordinator for Foreman, Seeley Fountain Architects ("FSF").
- 2. FSF's relationship with Time Warner Telecom ("TW") began approximately 18 months ago when FSF began evaluating its telecommunications and broadband needs as part of a move to a new office space.
- 3. On November 16, 2012, I emailed Christopher Festa, an account executive with TW and informed him that FSF had recently signed a lease for tenancy in a new office building and was looking for information on phone and Internet services.
- 4. Our plan was to bring the Nortel analog phone system that we had used in our prior offices for twelve years into the new office building. The phone system included a newer 8 year old voicemail system. The transfer of the phone system was simple and only involved disconnecting the phone system from our old location and plugging it in at our new space.
- 5. FSF's previous phone installer had already placed passcodes on their voicemail systems to protect them from hacking.
- 6. In order to ensure that the wiring at our new location was set-up properly, we hired KGuess Communications. Since no changes were bring made to our phone system, remaining analos, KGuess did not make any modifications involving the Nortel system.
- 7. Mr. Festa arranged for a meeting with me to review the TW services.
- 8. At the meeting, I explained to Mr. Festa that FSF needed to arrange for voice service and broadband.
- 9. I also notified Mr. Festa that we planned to commence operations at our new space on January 1, 2014 and needed to have the phone lines and broadband service ready at that time.
- 10. At no time during our discussions did Mr. Festa mention international service.
- 11. After meeting with the service providers available for our building, I chose TW for services. We signed a contract with them on December 10, 2012. The service order for the contract did not reference international services in the detail of included services that we had purchased.
- 12. After we had signed the contract for service, I was contacted via email by Harold Hogancamp, a Senior Technical Assurance Specialist for TW. Mr. Hogancamp emailed me a copy of a completed Technical Assurance Confirmation form and asked me to confirm the accuracy of the technical specifications on the form.

- 13. I looked over the form to see whether there were any issues and noticed that the name of our firm had been misspelled. Other than that, I informed Mr. Hogancamp that I would need to have it reviewed by someone who had a better understanding of our voice/data system. I never corresponded further with Mr. Hogancamp.
- 14. Mr. Hogancamp never discussed international toll blocking with me or any risks of toll fraud.
- 15. The TW installation process was very frustrating. Even though I had informed TW that we needed to be operational by January 1, 2014, TW missed multiple installation appointments and failed to have us up and running on time. We did not have phone or Internet service during the first week in our new office space. We had to contact clients by cell phone and check our email through remote web accounts.
- 16. On Friday morning of March 28, 2014, I arrived at the office and was told by one of our employees that we were having issues with our phones. Since I am the office technology director, I dealt with the issue.
- 17. When I walked around to each of our phones, I realized that I could not get a dial tone on any of the phones. So, I walked over to our main system and pulled the plug to reboot the system. After doing that, the phones returned to normal.
- 18. After the weekend, I arrived at our offices on Monday morning March 31, 2014. When I sat down at my desk, I noticed an email from Sue Brinson.
- 19. As I began to read the email, my phone rang and Sue Brinson was on the line. She told me that TWTC had placed a stop on our services the night before because they received an alert of fraudulent activity on account.
- 20. At that point, she warned me that the charges for the fraudulent calls could run up to "several thousands of dollars" in fees.
- 21. At that point, I followed her advice and asked her to continue to block our lines to avoid any further fraudulent activity. I also agreed to have a technician review our system and work to block further fraud on FSF's end, as well.
- 22. For two weeks after we requested toll blocking, we continued to receive phone calls from third parties thinking that they were dialing a different part. TWTC eventually changed the numbers for our lines in order to avoid further wrong calls.
- 23. Around April 14, 2014, I again received a phone call from Ms. Brinson. Joel Fye, Vice President/General Manager of TWTC, was on the line, as well. Ms. Brinson began the conversation by saying "Be sitting down, the bill is \$166,000." When I expressed that the amount of the charges would put us out of business, Mr. Fye assured me that that was not the point of the charges. He said that TWTC would work with us and recommended that we contact our insurance company.
- 24. We received an invoice around the same time of the call that showed a balance of \$166,000.00 for international calls.

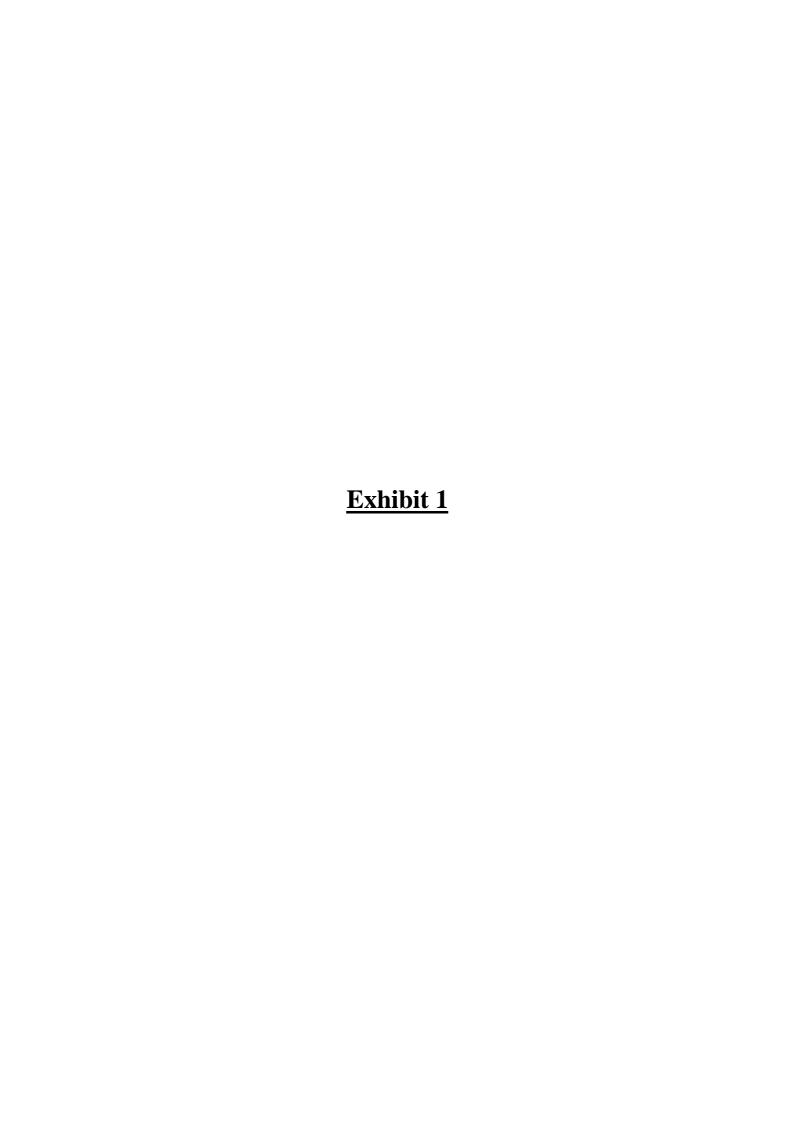
- 25. On April 15, 2014, we filed a dispute of charges with TWTC for the fraudulent calls. We also filed a police report with the Gwinnet County Police Department and filed a claim with our insurance company.
- 26. Our insurance company later denied our claim.
- 27. Even though we continued to work with Ms. Brinson on the dispute of charges, we were sent a Reminder Notice on May 12, 2014 stating that our account was past due and subject to late payment charges. We were sent a second Reminder Notice on May 15, 2014.
- 28. Concerned that despite our dispute of charges and claims that they would work with us, TWTC was still moving forward with assessing the charges and now late fees, we filed an informal complaint with the Federal Communications Commission on May 19, 2014, notifying the Commission of the dispute.
- 29. On May 29, 2014 we were sent a Notice of Intent to Disconnect Service for non-payment by TWTC. Our dispute was still pending with TWTC at that time.
- 30. In response to the Disconnect Notice, I emailed Ms. Brinson and Mr. Fye on June 2, 2014, asking why we had received the notice when we were clearly still in discussions regarding the disputed charges.
- 31. On June 4, 2014, we filed a complaint against TWTC with the Public Service Commission of Georgia.
- 32. FSF continues to dispute the charges incurred to fraud over the weekend of March 29-March 31st.
- 33. I have reviewed the Complaint and believe it to accurately convey the facts as presented.

To the best of my knowledge, I state under penalty of perjury that the pleading and the foregoing are true and correct.

August 18, 2014

Managing Partner

Foreman Seeley Fountain Architects





Customer Information and Contract Specifications

Customer Name: Foreman Seeley Fountain Architecure

Service Order

This Service Order is entered into by **tw telecom holdings inc.** on behalf of itself and its wholly owned operating subsidiaries (collectively "TWTC") and Foreman Seeley Fountain Architecure ("Customer"). It is effective upon execution by both Parties ("Effective Date").

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
3091 Governors Lake DR, Norcross, GA 30071-1143	Converged Services - Voice + Internet - 6 Mbps	New	36	1	\$369.99	\$0.00	\$369.99	\$0.00
	- Includes Standard Voice Options							
	- Includes Deluxe feature package on business lines							
	- Includes 6500 LD Minutes - Flexcall. (total)							
	- Includes Managed Adtran IAD							
	- Service Level = 24x7x4							
	- Includes Standard Shared Web Hosting							
	- Number of Simultaneous Calls = 4-8							
	Converged Transport			1	\$0.00	\$0.00	\$0.00	\$0.00
	Domestic LD							
	- Interstate 8xx				\$0.020			
	- Interstate 1+				\$0.020			
	- Intrastate 8xx				\$0.040			
	- Intrastate 1+		1		\$0.030			
	Extended Area Service			ĺ				
	- Addl Minute				\$0.050			
	- First Minute				\$0.050			
	Subtotal						\$369.99	\$0.00
	Totals		Marie II				\$369.99	\$0.00

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

Contract Provisions

The Services ordered herein are governed by this Service Order and the tw telecom Standard Terms and Conditions executed by Customer, as referenced above.

Managed Services

Managed Services (Managed Security Services, SIP Trunking Services, Managed Router and Managed Integrated Access Device) ordered herein are also governed by the Managed Services Addendum executed by the Parties.

Voice Services



Voice Services ordered herein are also governed by the Important E911 Disclosure and Acknowledgement that accompanies this Service Order Form or was previously executed by the Customer. A copy of tw telecom's E911 Disclosure and Acknowledgement is located at: http://www.twtelecom.com/e911-disclosure-and-acknowledgement/.

Voice Services

Federal Subscriber Line Charges ("FSLC") will be assessed for VersiPak voice when not part of a VersiPak Bundle (ISDN PRIs, Digital and Analog Trunks, and Business Line) as well as for Complete Lines and Business Line/Analog Trunk Services. FSLC rates are posted to the TWTC web site at www.twtelecom.com which may be modified from time to time.

Customer may not use the Services to provide voice content related services including, without limitation, chat lines. If Customer breaches this provision, TWTC may immediately terminate or suspend the Services and collect applicable early termination charges. Customer shall notify TWTC immediately if it breaches this provision. Customer shall indemnify, defend and hold TWTC harmless from all claims, demands, costs, damages, losses, liabilities and expenses of any nature arising from Customer's breach of this provision, including any costs and attorneys' fees incurred by TWTC.

Customer shall not use the voice Services as a substitute for carrier interconnection or switched access services and must immediately notify TWTC if it does so. If Customer uses the voice Services to support prepaid calling card calls, such use is subject to the requirements outlined in FCC Order 06-79 (June 30, 2006). Customer shall remit all intrastate or interstate access charges directly to the appropriate carrier. TWTC may disconnect Services if Customer violates this provision and fails to cure the violation within ten days following written notice from TWTC. Customer must indemnify, defend and hold TWTC harmless from all claims, demands, damages and expenses arising from or related to Customer's breach of this provision, including all costs and attorneys' fees incurred by TWTC. TWTC does not support resale of switched services to end users including, but not limited to, support for E911 addressing, local number portability, calling name delivery, end user billing, and directory listings unless special arrangements are agreed to in writing by TWTC.

Voice Services provided herein are not designed for but may be compatible with remote metering, supervisory control and alarm signaling. To the extent Customer uses the voice Services to facilitate remote metering, supervisory control and alarm signaling purposes, Customer is solely responsible for ensuring compatibility.

TN's Special Provisions

Each ITN or VTN requested by Customer hereunder, either at the time of this Service Order or thereafter, will be charged at the applicable TWTC current tariff rate or posted price lists.

Toll Free Numbers (8xx) Special Provisions

Each Toll Free Number requested by Customer, either at the time of this Service Order or thereafter, will be charged at the applicable TWTC current tariff rate or posted price lists.

Domestic and International Long Distance Services

By contracting for TWTC's long distance services, including for minutes that are packaged with bundled or integrated services, Customer acknowledges that it has selected TWTC as its IntraLATA and InterLATA long distance toll provider.

Customer will not incur any usage charges for calls originating from any voice service in which TWTC is the selected long distance provider and terminating to a telephone number associated with a TWTC local voice service. The minimum initial per call charge for all other long distance calls is \$.01 (one cent).

If 40% or more of Customer's long distance traffic results in TWTC incurring inter-carrier compensation costs that are at least 20% higher than Customer's contracted long distance rate, the Parties agree to enter into good faith negotiations to increase the rate for long distance services. If the Parties are not able to reach agreement regarding a new long distance rate, TWTC may discontinue providing the long distance services following ten days written notice.

Domestic package minutes are applicable to both 1+ and 8xx toll free long distance calls.

Unused package minutes do not carry over to subsequent months.



Except as otherwise specified in this Service Order, international long distance calls are charged at the rates specified in TWTC's international price list found at www.twtelecom.com/tariffed-international-rates. Information regarding international toll blocking and international/offshore pricing for TWTC's international long distance Services is also available at this website.

Extended Community Calling or Extended Area Service

This usage charge applies to calls placed to exchanges in the extended calling areas.

Internet

Usage: Customer shall not transmit or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer agrees to adhere to TWTC's IP policies at http://www.twtelecom.com/support-information/customer-resources/product-resources/ip-addressing-policy/ and

http://www.twtelecom.com/support-information/customer-resources/product-resources/peering-policy/ and TWTC's Acceptable Use Policy ("AUP") at http://www.twtelecom.com/support-information/customer-resources/product-resources/peering-policy/ and TWTC's Acceptable Use Policy ("AUP") at http://www.twtelecom.com/support-information/legal-information/acceptable-use-policy/, which may be modified from time to time.

Integrated Services (VersiPak Classic, VersiPak Bundles, Complete Dynamic, Converged Services, Integrated LAN and Channel 12)

Special Provisions for Integrated Services: If Customer or its authorized agent disconnects a service/element required by tariff or requests to reconfigure its integrated Service below a tariff required minimum, including if such circumstances result from Customer having a carrier port associated telephone numbers away from TWTC, TWTC may terminate the integrated Service in its entirety upon ten days written notice and assess early termination charges resulting from such termination. If Customer wishes to retain any portion of the Services, Customer is responsible for contacting TWTC and entering into a new agreement for such Services prior to the termination.

Converged Voice Battery Backup

Battery Backup: TWTC will provide Customer with a separate battery back-up for TWTC's Integrated Access Device ("IAD"). TWTC owns and maintains the IAD as part of its Network, but the Customer will own and is responsible for maintenance and repair of the separate battery backup. The battery back up is not part of TWTC's Network. TWTC's charge for the Service includes the battery back up. If there is a power failure, any failure of the battery back-up system will result in loss of service, including 911 service and TWTC bears no responsibility for such loss of service.

The battery back-up includes a manufacturer's warranty, and the Customer is responsible for activating this warranty by using the online Product Registration at the following manufacturer's website:

https://www.apcc.com/support/inter_warranty/index.cfm?langcode=en&countrycode=US&isoCountryCode=us&internation_al=0. TWTC MAKES NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE WITH RESPECT TO THE BATTERY BACK-UP AND ANY ASSOCIATED SOFTWARE, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

Multiple site services (IP VPN, ILAN, NLAN, ENLAN, Converged, UNI, E-Line, E-Access, and E-NNI)
Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date.

Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.



Signature Block

tw telecom holdings inc.	Customer: Foreman Seeley Fountain Architecure
Signature:	Signature:
Name: Joel Fyc	Name: JEFFEFT M. SEELEY
Title: V12/1911	Title: V-P.
Date: /2-/0-/2	Date: 12/10/11
Sales Person: Christopher Festa	. /

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.



Customer Service Record – Letter of Authorization

TO: Comcast

The undersigned hereby authorizes **tw telecom** to request and receive the undersigned's **Customer Service Record** in anticipation of the parties coming to agreement for the provisioning of local service. I understand that my **Customer Service Record** may contain Customer Proprietary Network Information and I consent to the disclosure of such information to **tw telecom**.

I understand that this letter is not an order for service and does not bind or commit me to any agreement for services. Comcast may deal directly with **tw telecom** as my agent and provide the requested records. The undersigned releases Comcast from any liability for providing this information

Customer Name: Foreman Seeley Fountain Architecure

(Must precisely match the name on your local telephone bill)

	Dillion Telephone Minimberlet ((DTMe))	
Contino Addroce	Rilling Talanhone Number(s) ("RTNs") Associated Telephone Number(s)	
Service Address	Billing Telephone Number(s) ("BTNs") Associated Telephone Number(s)	
	Dining Telephone Number(3) (Dinis) Hasociated Telephone Number(3)	

Signature Block

Signature:	
Signature:	
Name: JEFFERY M. SEELEY	
Title: VP	
Phone Number: (770) 729-8433	
Date: 12/10/12	

Customer and the individual signing above represent that such individual has the authority to sign this authorization on behalf of Customer.



Local Number Portability – Letter of Authorization

Thank you for choosing **tw telecom holdings inc.** ("**tw telecom**") as your service provider. Local Number Portability allows you to keep your current telephone numbers while changing service providers. Upon receipt of this Letter of Authorization, **tw telecom** can commence the transfer process with your existing carrier.

Customer Name: Foreman Seeley Fountain Architecure

(Must precisely match the name on your local telephone bill)

[생활] [[사이 사람은 발표를 보고 하다는 것	一、自由的工作等的基本的目标。	[전 기 사람은 전 기가 이 美裝裝裝裝的 하는 기 사고 있는 이 하기 나가 있었다면 생활하지만 하다 가지 않는 하는 경험하다고 하다
Service Address		Billing Telephone Number(s) ("BTNs")
0011100 74411033	그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	Dining Telephone Runiber(3) (D183)
Tipe OB The Control of Alberta Beet Tipe of the Control		【

By signing below, I authorize **tw telecom's** authorized subsidiary to act on Customer's behalf to port to **tw telecom** the telephone numbers associated with the BTN's listed above as well as any BTN's and associated telephone numbers that are specified in the Porting Worksheet. I understand that only one telecommunications carrier may be designated as Customer's interstate or interLATA preferred interexchange carrier for any one telephone number. I understand that I may consult with **tw telecom** as to any fees that apply to this transfer.

Signature Block

Customer:	Foreman Seeley Fountain Architecure	
Signature:	fff (c.fl)	
Name:	JEPPERY M. SEELEY	
Title:	V.P.	
Date:	12/10/12	

Customer and the individual signing above represent that such individual has the authority to make these changes for the BTN's and associated telephone numbers on behalf of Customer.



Important E911 Disclosure and Acknowledgement

TWTC provides access to the Enhanced 911 ("E911") system that sends a caller's telephone number and location to an emergency dispatcher (called a Public Safety Answering Point "PSAP"). In order to work successfully, the system relies on the correct input of numbers and addresses into centralized databases.

With the introduction of Internet Protocol or "IP" based voice services, including the use of virtual telephone numbers, it is critical that TWTC's customers ("Customer") understand and acknowledge the items below.

Take note that E911 access may not be available, or may be limited, as follows:

Emergency Responders Will Not Be Able to Locate Individual End User Stations Unless Customer Takes
 <u>Additional Steps.</u> TWTC will advise emergency responders only of the main physical address where TWTC has
 actually installed the voice service.

TWTC cannot identify, control or track the location of individual end-user stations beyond the demarcation point between TWTC's Network and the Customer's equipment TWTC also cannot see the Customer's method of connecting end-user stations beyond the demarcation point. As a result, emergency authorities will be unable to identify or locate individual end-user stations unless the Customer takes the following steps. If the Customer wants emergency responders to know the location of individual end users, then: (a) for traditional voice services and DSIP, the Customer must purchase commercially available Private Switch/Automatic Location Identification ("PS/ALI") software and Customer must also arrange in writing with TWTC to obtain a special E911 feature; and (b).for Converged Voice or SIP Trunking services, the Customer must first arrange in writing with TWTC to obtain a special E911 feature and for TWTC to update the 911 database.

- 2. Emergency Responders Will Only Be Able to Locate Calls From Telephone Numbers Assigned by TWTC. TWTC's Services are configured to transmit to PSAPs the main physical address only for telephone numbers that TWTC has assigned to the Service. Unless otherwise agreed in writing, the physical location of callers from other telephone numbers will not be sent to emergency responders.
- 3. <u>Do not call 911 from Foreign Exchange Services</u>. TWTC's Network does not support dialing 911 from foreign exchange services (including BES, EES, ISS, Virtual Reach, Local Reach or VTN) and E911 will not properly operate from these services. Should the customer attempt to use these services to reach 911, even calls that may complete will not be directed to a PSAP in a location capable of responding to the emergency.
- 4. Moving or Disabling Equipment May Block E911 Calls. If you move the equipment used to provide service (IAD or other device) to a location other than the service address you identified when service was first installed without telling us, or if you disable or damage the equipment, E911 calls may not be directed to a PSAP capable of responding to the emergency condition.
- 5. <u>Power Outage May Prevent E911 Calls.</u> If a power failure occurs that lasts longer than the life of the backup battery in or attached to the equipment on your premises used to provide service, E911 access will not work and you will not be able to reach emergency responders.

YOU SHOULD OBTAIN A BACKUP MEANS OF CONTACTING E911 SERVICES AND INFORM YOUR USERS HOW TO DO SO.

TWTC has no liability or responsibility whatsoever for inaccuracies in the E911 database associated with Customer provided information, and TWTC is not responsible for Customer's inability to access emergency services, except to the extent caused by TWTC's gross negligence or willful misconduct. Customer hereby waives and releases TWTC for any and all claims that it has or may have against TWTC now or at any time in the future for damages or compensation of any kind that arise from, or in any manner relate to, voice services not having the functionality to provide access to E911 services. Customer further agrees to indemnify and hold TWTC harmless for any claims that are asserted against TWTC that arise from or in any manner relate to voice services not having functionality to provide access to E911 services.



ACKNOWLEDGEMENT:

By signing this Disclosure and Acknowledgement, Customer affirmatively acknowledges that it understands and will inform users that they may not be able to contact emergency services by dialing 911 in the circumstances described above.

Signature Block

Signature	:	W	<u> </u>	Sul	H	-					•		•		
			\int_{0}^{∞}		/										
Name:		//~		JEF	PEP-	М.	SE	LEY	•						
Title:	VP							•							
Date:	12	10	112		·										

Customer and the individual signing above represent that such individual has the authority to sign this acknowledgement on behalf of Customer.



Standard Terms and Conditions

These Standard Terms and Conditions ("Agreement") are entered into by **tw telecom holdings inc.**, a Delaware corporation, on behalf of itself and its wholly owned and state certified operating subsidiaries, (collectively "TWTC") and Foreman Seeley Fountain Architecure, a Georgia Corporation ("Customer") and are effective upon execution by both Parties. Customer and TWTC may be referred to individually as a "Party" or collectively as the "Parties". TWTC is responsible for the performance of its operating subsidiaries under this Agreement.

- 1. Service Orders: Customer may submit service orders to TWTC to purchase telecommunication and related services under this Agreement ("Service Orders"). The Service Orders describe the telecommunication and related services that are available for purchase ("Services"). Service Orders executed by the Parties together with this Agreement form the final written agreement between the Parties, and can only be amended or modified in a written document executed by both Parties. Services are subject to availability, and TWTC has the right not to accept a Service Order submitted by Customer. If a Service Order has been accepted by TWTC, it will provide Services for the term set forth in the Service Order and renewal periods ("Service Term"). Upon expiration of a Service Term for a particular Service, the Service Term will automatically renew for successive 12 Month terms unless terminated by either Party upon written notice provided in accordance with Section 20 below at least thirty days prior to expiration of the then existing Service Term.
- **2. Term of Standard Terms and Conditions**: The term of these Standard Terms and Conditions will commence upon signature by both Parties and will continue to govern Service Orders entered into by the Parties unless and until the Agreement is terminated in accordance with Sections 12 or 13 herein, or is otherwise superseded by a subsequent written agreement between the Parties.
- **3. Cancellation, Modification or Expedition of Orders:** "Cancellation", "Modification" and "Expedite Charges" referenced hereunder are posted to the TWTC Website (www.twtelecom.com) and are subject to modification by TWTC effective upon posting to the TWTC Website.
- (a) <u>Cancellation</u>. Customer may cancel a Service Order if the request is received in writing by TWTC prior to the planned installation date, and TWTC shall have the right to assess a Cancellation Charge. If the request to cancel is received after installation has begun, Customer must pay full termination liability as set forth in Section 14 below.
- (b) <u>Modification</u>. Customer may request in writing the modification of any Service Order(s). Such request shall result in a Modification Charge. If TWTC receives a written modification request for delay of installation less than 3 days prior to the planned installation date, Customer must pay, in addition to the Modification Charge, the monthly recurring charge ("MRC") applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date. TWTC reserves the right to limit the number of requests to delay the planned installation date.
- (c) Expedite. Customer may request an expedited installation date. If TWTC accepts the expedited installation date, Customer must pay an Expedite Charge.
- (d) <u>Third Party Charges</u>. In addition to the charges set forth in (a), (b) and (c) above, TWTC may bill Customer for third party charges it incurs in order to complete Customer's request to cancel, modify, or expedite the Service Order.

4. TWTC Network, Access and Interconnection:

(a) Responsibilities. TWTC will own and control the telecommunications equipment, cable and facilities installed and operated by TWTC for provision of the Services to Customer ("TWTC Network"). The TWTC Network will remain TWTC's personal property regardless of where located or attached. TWTC has the right to upgrade, replace or remove the TWTC Network in whole or in part, regardless of where located, so long as the Services continue to perform. TWTC has the right to limit the manner in which any portion of the TWTC Network is used to protect its technical integrity. Customer may not alter, move or disconnect any parts of the TWTC Network and is responsible for any damage to, or loss of, the TWTC Network caused by Customer's (or its end users') breach of this provision, negligence or willful misconduct. TWTC has no obligation to install, maintain or repair any equipment owned or provided by Customer, unless otherwise agreed to in a



writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility.

- (b) <u>Access</u>. Customer must provide TWTC with access to its premises to install and maintain Services and TWTC's Network. Customer must provide, at its expense, the following (collectively "Premise Requirements"): (i) appropriate space, power and environmental conditioning; and (ii) reasonable access rights and/or rights of way from third parties, as may be required for the installation and maintenance of the TWTC Network at and into Customer's premises. Customer must pay a Modification Charge if Customer does not provide the Premise Requirements prior to the scheduled installation date. In addition to the Modification Charge, TWTC may charge Customer for the reasonable time and materials incurred and documented by TWTC that are incurred because of Customer's failure to timely provide the Premise Requirements plus any third party charges assessed against TWTC. Customer must provide TWTC with a contact and/or help desk number that can be reached 24 hours per day/7 days per week.
- (c) <u>Demarcation Point and Inside Wiring</u>. TWTC shall be responsible for provisioning Service up to the Demarcation Point and Customer is responsible for providing and maintaining any necessary wiring and facilities on Customer's side of the Demarcation Point. "Demarcation Point" means the TWTC-designated physical interface between TWTC's Network and Customer's equipment, which point shall be either (i) in the case of a Service terminating at a TWTC owned or controlled premises, TWTC's designated distribution panel or network interface device located within such TWTC premises or (ii) in the case of a Service terminating at Customer's premises, the distribution panel or network interface device located at the common telecommunications ("telco") demarcation at the Customer or end-user premises (e.g., entry point for telco facilities, telco closet or common telco room). If requested by Customer, TWTC may install, co-ordinate or otherwise arrange for installing or obtaining from third parties, facilities on Customer's side of the Demarcation Point ("Inside Wiring"). Customer agrees to pay Time and Materials rates posted at www.twtelecom.com for any Inside Wiring performed by TWTC personnel and agrees that TWTC may bill Customer for any third party charges it incurs to provide such Inside Wiring.
- (d) <u>Letter of Authorization / Carrier Facility Assignment</u>. If Customer intends to connect the Services to facilities that neither it nor TWTC owns, it must provide TWTC with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

5. Installation and Maintenance:

(a) <u>Installation</u>. TWTC will notify Customer when the Service has been successfully installed and is available for Customer's use ("Service Date"). Unless Customer notifies TWTC by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If Customer so notifies TWTC, the Service Date will not occur and the Service Term will not commence until the Service is operating properly. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use Service.

(b) Maintenance:

- (i) <u>Scheduled Maintenance</u>. TWTC will monitor TWTC's Network 24 hours per day, 7 days per week. Scheduled Maintenance will be performed between the hours of midnight and 6:00 a.m. (local time where the maintenance is being performed) unless another time is agreed to by the Parties for the particular circumstance. TWTC will endeavor to provide Customer with at least five business days notice before performing Scheduled Maintenance unless a shorter notice period is required under the circumstances.
- (ii) Emergency Maintenance. If TWTC has to perform maintenance outside of the Scheduled Maintenance window set forth in Section 5(b)(i) above, then TWTC will provide as much prior notice to Customer as is practicable under the circumstances.

6. Charges, Billing, Taxes and Payment:



- (a) Services are billed on a monthly basis commencing with the Service Date. Services are invoiced in advance, but usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice.
- (b) TWTC may require a deposit prior to the provision of any new Service. TWTC also may require a deposit as a condition to its obligation to continue to provide Service(s) if Customer has failed to timely pay for Service(s) on two occasions during any six month period.
- (c) TWTC will invoice Customer for applicable Taxes (defined below) and, whenever possible, will identify such charges as a separate line item on the invoice. Customer will be liable for Taxes which were assessed by or paid to an appropriate taxing authority within the applicable statute of limitations period. If Customer fails to pay any Taxes properly billed, then as between TWTC and Customer, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

"Tax" or "Taxes" mean any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated, imposed, or sought to be imposed, on or with respect to purchases by Customer from TWTC for consideration under this Agreement or for TWTC's use of public streets or rights of way, which TWTC is required or permitted by law or a tariff to collect from Customer; provided, however, that the term "Tax" will not include any tax on TWTC's corporate existence, status, income, corporate property or payroll taxes.

If either Party is audited by a taxing or other governmental authority, the other Party agrees to cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. TWTC will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. The Customer will ensure that no lien is attached to or allowed to remain on any asset of TWTC as a result of any Tax contest. Customer will indemnify and hold TWTC harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide TWTC with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to TWTC until it provides TWTC with a valid tax exemption certificate. If applicable law exempts a Service under this Agreement from a Tax, but does not also provide an exemption procedure, then TWTC will not collect such Tax if Customer provides TWTC with a letter signed by one of its officers: (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold TWTC harmless from any tax, interest, penalties, loss, cost or expense asserted against TWTC as a result of its not collecting the Taxes from Customer.

- (d) Payment for all undisputed amounts due under this Agreement must be received by TWTC on or before the due date specified on the bill ("Due Date"). Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.
- **7. Disputes:** If Customer disputes any charges, it must log the dispute by completing and submitting a dispute form via TWTC's dispute website located at: https://billing.twtelecom.com/disputes/, or by contacting TWTC's dispute telephone line at 1-800-829-0420. All disputes must be submitted to TWTC in the manner specified above within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Withheld disputed amounts determined in favor of TWTC must be paid by Customer within five (5) business days following written, electronic or telephonic notice of the resolution, and will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the Due Date until the date paid.

8. Service Levels / Service Outage Credits:

(a) <u>Service Level Agreement ("SLA")</u>. The SLAs provided by TWTC are set forth at http://www.twtelecom.com/SLAs. The SLAs identify the applicable performance metrics and Service Outage credit tables. If a specific SLA is not identified on the website for a particular Service, then credits for Service Outages exceeding thirty (30) minutes will be calculated on a pro rata basis, i.e. credits will be calculated by multiplying the duration of the Service Outage by the applicable MRC, divided by the monthly period.



- (b) <u>Service Outage Definition</u>. A "Service Outage" is defined as either: (a) material non-compliance with a specific performance metric in a service level agreement and such non-compliance is caused by TWTC's Network; or (b) a complete loss of transmission or reception capability for a Service caused by TWTC's Network.
- (c) <u>Reporting and Tracking of Service Outages</u>. If there is a Service Outage, Customer must contact TWTC's Customer Network Reliability Center ("CNRC") at 800-829-0420 and TWTC will open a trouble ticket and provide Customer with a trouble ticket number for tracking purposes.
- (d) <u>Duration of Service Outage and Application of Credits</u>. For the purpose of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to TWTC's CNRC, and ends when the Service is restored. Service Outages do not include outages and failures caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance. The duration of a Service Outage does not include any time during which TWTC is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by Customer, and such requests must be submitted to TWTC within 120 days from the date Service is restored.
- (e) <u>Chronic Trouble Services</u>. If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies TWTC with a written termination notice no later than thirty days following the third Service Outage.
- (f) <u>Remedies</u>. Notwithstanding anything to the contrary in this Agreement, the remedies set forth in the service level agreement and in Sections 8(a) and 8(e) of this Agreement constitute Customer's sole and exclusive remedy for Service Outages.
- (g) <u>Service Outages Not Caused by TWTC's Network.</u> If TWTC responds to a service call initiated by Customer, and TWTC reasonably determines that the cause of the problem is: (i) not due to TWTC's Network; or (ii) on Customer's side of the Demarcation Point, Customer must compensate TWTC for the service call at TWTC's then prevailing Time and Materials rates posted at www.twtelecom.com.

9. Governmental Regulation - Changes:

- (a) This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with them in performing its obligations hereunder. To the extent any provision herein conflicts with any applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision.
- (b) TWTC may discontinue or impose additional requirements to the provision of Service, upon 15 days written notice, if necessary to meet regulatory requirements or if such requirements have a material, adverse impact on the economic feasibility of TWTC providing the Service. Customer is not responsible for the termination liability set forth in Section 14 below if TWTC discontinues the Service under this subsection.
- **10. Indemnification:** Each Party ("Indemnitor") shall indemnify, defend and hold harmless the other Party ("Indemnitee") from all losses or damages arising from or related to bodily injury or physical damage to tangible property caused by the negligence or willful misconduct of Indemnitor. Customer shall indemnify, defend and hold TWTC harmless from all losses or damages arising from Customer's violation of third party intellectual property rights, all claims of any kind by Customer's end users, or any act or omission of Customer associated with any Service.
- 11. Limitation of Liability: Except for the Parties' respective obligations set forth in Section 14 herein, neither Party is liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. Indirect damages include, but are not limited to, damages of the kinds specified in the preceding sentence that are incurred by a third party and are asserted against a Party (including attorneys' fees and expenses). TWTC's liability to



Customer for direct damages may not exceed one month's calculation of the applicable MRCs regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. TWTC has no liability for the content of information that Customer passes through TWTC's Network, Customer's transmission errors, or any failure to establish connections outside of the TWTC Network.

12. Termination by TWTC:

- (a) <u>Termination With Notice</u>. TWTC may disconnect all Service(s) associated with a delinquent account upon ten (10) days written notice for Customer's failure to pay amounts due under this Agreement which remain uncured at the end of the notice period; or upon thirty (30) days written notice for: (i) Customer's breach of a non-economic, material provision of this Agreement or any law, rule or regulation governing the Services which remains uncured at the end of the notice period; (ii) Customer's insolvency, bankruptcy, assignment for benefit of creditors, appointment of trustee or receiver; and/or (iii) any governmental prohibition or required alteration of the Services.
- (b) <u>Termination Without Notice</u>. TWTC may terminate or suspend Services without notice if: (i) necessary to protect TWTC's Network; (ii) TWTC has reasonable evidence of Customer's illegal, improper or unauthorized use of Services; or (iii) required by legal or regulatory authority.
- (c) <u>Post Termination</u>. Any termination or disconnection shall not relieve Customer of any liability incurred prior to such termination or disconnection, or for payment of unaffected Services. TWTC retains the right to pursue all available legal remedies if it terminates this Agreement or disconnects Service(s) in accordance with this Section. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If TWTC terminates Service in accordance with this section, and Customer wants to restore such Service, Customer first must pay all past due charges, a reconnection charge and a deposit equal to 2 months' recurring charges. All requests for disconnection will be processed by TWTC in 30 days or less. Customer must pay for Services until such disconnection actually occurs.
- 13. Termination by Customer: Customer may terminate this Agreement and/or any Service Order hereunder upon thirty (30) days prior written notice, without incurring termination liability, for TWTC's (i) breach of any material provision of this Agreement, or any law, rule or regulation that affects Customer's use of Service(s), which remains uncured at the end of the notice period and/or (ii) insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event.
- **14. Termination Liability:** If TWTC terminates this Agreement or any Service Order(s) pursuant to Section 12 above (other than subsections a(iii) and/or b(iii)), or if Customer terminates this Agreement or any Service Order(s) for any reason other than pursuant to Section 13 above, all MRCs associated with the terminated Service(s) for the balance of the applicable Service Term shall become immediately due and payable.
- 15. Assignment: Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed, except that: (1) TWTC may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing; and (2) Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of this Agreement.
- **16. Entire Agreement:** This Agreement, together with the Service Order(s) and applicable tariffs set forth the entire agreement with respect to the subject matter hereof, and supersede all prior agreements, promises, representations, and negotiations between the Parties. If there is a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by both Parties.



- 17. Force Majeure: Either Party shall be excused from performance if inability to perform is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts caused by a third party, adverse weather conditions, labor strikes and governmental action ("Force Majeure"). If such inability to perform continues for sixty days or longer, the other Party may terminate the affected Services. Customer's invocation of this clause does not relieve Customer of its obligation to pay for Services actually received.
- **18. Governing Law Litigation:** The interpretation of the rights and duties of the Parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of Georgia excluding its principles of conflicts of law. If litigation is commenced to enforce this Agreement, the prevailing Party is entitled to reimbursement of its costs and attorneys' fees from the other Party.
- **19. Headings:** Headings herein are for convenience only and are not intended to have substantive significance in interpreting this Agreement.
- 20. Notices: Any notice required under this Agreement must be in writing and be delivered to the receiving Party at the addresses listed below (i) in person, (ii) by certified mail with return receipt requested, or (iii) by overnight courier. A notice is deemed given (i) when delivered, if personally delivered, (ii) at the time indicated on the return receipt, if delivered by certified mail, or (iii) at the time the party or its representative executes the delivery receipt, if delivered via courier. TWTC must provide such notice to Customer's billing address, and Customer must provide such notice to TWTC at 10475 Park Meadows Drive, Littleton CO 80124, Attn: Deputy General Counsel, except that if Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com". Notice by facsimile or email is deemed given when delivered.
- **21. No Waiver:** Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.
- **22. Public Releases, Use of Name:** Neither Party may issue a news release, public announcement, advertisement or other form of publicity regarding this Agreement nor the Services provided hereunder without the prior written consent of the other Party. Customer may not use TWTC's name, logo or service mark without TWTC's prior written consent. TWTC may use Customer's name and logo in materials presented to analysts and investors.
- 23. Representations and Warranties: Each Party represents and warrants that it, and the person signing on its behalf, is fully authorized to enter into this Agreement. TWTC represents and warrants that the Services will be performed by qualified and trained personnel. TWTC does not guarantee, represent or warrant that the Service(s) will be without interruption. TWTC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.
- 24. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.
- **25. Survival:** The terms and conditions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.
- **26. Relationship of Parties; No Third Party Beneficiaries:** The Parties are independent contractors, and nothing herein creates or implies an agency, joint venture or partnership relationship between the Parties. This Agreement shall bind and inure to the benefit of TWTC, Customer, and permitted successors and assigns. The Parties do not intend to create any rights for the benefit of any third parties.
- 27. Confidentiality: Each Party may disclose confidential information to the other Party in connection with this Agreement. Confidential information includes this Agreement, Service Orders, Service Level Agreements, all pricing



information and any other information that is marked confidential or bears a marking of like import, or that the Party disclosing such information states is confidential and then confirms such confidentiality in writing within ten (10) days ("Confidential Information"). Confidential Information may only be used in connection with performance under this Agreement. Confidential Information may not be disclosed except to those employees or affiliates of the receiving Party who have a need to know, or to consultants or subcontractors of the receiving Party who agree to be bound by this Section. Confidential Information does not include information that is generally available to the public through no wrongful act of the receiving Party or is independently developed by the receiving Party. Upon termination or expiration of this Agreement, the receiving Party will return the Confidential Information or destroy it. The obligations of this provision will survive for five years after the termination or expiration of this Agreement.

Signature Block

tw telecom holdings inc.	Customer: Foreman Seeley Fountain Architecure
Signature:	Signature:
Name: Joe / Fye	Name: JEFFERY M. SEELET
Title: VP/CTW)	Title: VP
Date: /2-/0-/2-	Date: 12/10/12
Sales Person: Christopher Festa	/ /

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.



Managed Services Addendum

This Managed Services Addendum is entered into by **tw telecom holdings inc.** on behalf of itself and its wholly owned and state certified operating subsidiaries (collectively "TWTC") and Foreman Seeley Fountain Architectre ("Customer") and it is effective upon execution by both Parties ("Effective Date").

1. Service Description of TWTC's Managed Internet Services, Managed IP VPN Services, SIP Trunking Services, Converged Services and Managed Security Services ("Managed Services"):

TWTC offers Managed Services in conjunction with TWTC's Internet Access Services, IP VPN Services, SIP Trunking Services, and Converged Services which provide Customer with the underlying connectivity. All Managed Services are Customer Premises Equipment ("CPE") based, meaning they are provided via installation of a CPE device that is located within Customer's LAN environment.

Customer is responsible for providing and maintaining the physical connection between the TWTC managed CPE and Customer's LAN environment. TWTC retains sole ownership of the CPE and to any other equipment that it installs with respect to the Managed Services (collectively "TWTC Equipment"), and is part of the TWTC Network. The Managed Service is fully managed, monitored and provisioned by TWTC, and includes the following:

- i. Service installation and initial configuration consultation;
- ii. Remote monitoring;
- iii. On-going maintenance and management of TWTC Equipment; and
- iv. 24x7 access to network professionals via TWTC's Network Operations Center ("NOC").

The Managed Security Services include the following additional features:

- Monthly Firewall/IP Encrypted VPN Service associated with Customer's Internet Access Services;
- Security requirement changes (by instance) as determined by the Service Level ordered by Customer
- i, 8 free instances per calendar month; Premium Level Service
- i. 2 free instances per calendar month; Business Level Service

2. Installation of Managed Services:

TWTC shall install the Managed Services during a mutually agreeable time between the hours of 8:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding holidays ("Standard Days and Hours"). Customer agrees to provide TWTC with access to its premises and to provide its reasonable cooperation so that TWTC can perform the installation. TWTC will work with Customer to identify changes that are required in Customer's internal environment for installation of the Managed Services, but TWTC is not responsible for modifying Customer's equipment or internal environment. Installation charges are specified in the applicable Managed Service Order.

The installation may cause interruptions to Customer's network when TWTC provisions the physical link from the external network to the internal network and during the time that Customer's initial service requirements are configured into the TWTC Equipment ("Initial Configuration"). Service Outages do not include outages and failures arising from or related to such interruptions.

In addition to the applicable installation charges, TWTC may charge an additional time and materials fee if: (i) TWTC is denied access to Customer's premises; (ii) Customer's designated contact is not available to execute TWTC's CPE Equipment Checklist; and/or (iii) Customer's equipment is not prepared and available to connect to the TWTC Equipment at the mutually agreed upon installation time and date. TWTC has no obligation to install, maintain or repair any equipment owned or provided by Customer. If Customer's equipment (or that of its customers or end users) is not compatible with the Managed Services, Customer is responsible for any special equipment or facilities necessary to achieve compatibility.



Customer is responsible for providing and maintaining the necessary facilities from the Demarcation Point to the location where the Managed CPE is to be physically installed. This includes any inside wiring, conduit, repeaters, equipment, and core drilling between floors, or other facilities or authorizations necessary to complete the installation.

Customer may incur additional charges if it reschedules installation dates or it requests TWTC to perform work outside of the Standard Days and Hours. These charges include:

- Customer's rescheduling of an installation on notice provided less than seven (7) business days prior to the scheduled installation date: \$250. Under no circumstances may Customer delay the installation more than 30 days past the originally scheduled installation date.
- Installation services provided to Customer outside of Standard Days and Hours: \$350 flat fee.

3. Maintenance and Technical Support of Managed Services:

a) Maintenance:

TWTC will perform all necessary maintenance and repairs of the TWTC Equipment. Such maintenance and repairs shall be conducted at TWTC's expense to the extent necessary due to: (1) TWTC's failure to properly install the TWTC Equipment; (2) a malfunction of, or defect in, the TWTC Equipment; and/or (3) a software or equipment configuration caused by TWTC with respect to the TWTC Equipment. TWTC shall use commercially reasonable efforts to meet the response times set forth below for repairs of TWTC Equipment based on the maintenance option ordered by Customer.

CPE Maintenance Options	Availability	Description
9x5xNBD (ON SITE)	Coverage for locations where 24x7x4 is not available	When TWTC's NOC determines that a trouble issue is the result of TWTC's Equipment, TWTC will dispatch a field technician scheduled to arrive at the service location the next business day, between 8:00 am and 5:00 pm (local time).
24x7x4 (ON SITE)	Standard Maintenance Offer	When TWTC's NOC determines that a trouble issue is the result of a hardware failure of TWTC's Equipment, TWTC will dispatch a field technician scheduled to arrive at the service location with a replacement within four (4) hours.

Customer agrees to pay the rates described below for all necessary maintenance and repairs of the TWTC Equipment or the Managed Services caused by:

- Failure, inadequacy or incompatibility of equipment provided by Customer (hardware and/or software)
- Loose or disconnected wires in any non-TWTC equipment in Customer's premises
- · Power outages and/or power back-up failures at Customer's premises
- Damage to the TWTC Equipment residing in Customer's premises (unless caused by TWTC)
- TWTC Equipment that is stolen from Customer's premises
- Failure of Customer's internal environmentals (i.e. HVAC, etc.)

Customer shall pay TWTC for its time at a rate of \$250 per hour, and shall reimburse TWTC for its materials costs. These charges begin when TWTC's field technician arrives at the Customer's premises. TWTC's labor charges will be billed for a minimum of one hour, and in 30-minute increments thereafter.

b) Technical Support:

Customer shall report problems with a Managed Service by contacting TWTC's NOC and reasonably describe the



- TWTC shall provide technical support for the Managed Service to Customer 24 hours per day, 7 days per week.
 Technical support includes only Customer's maintenance and service issues, and TWTC shall not be responsible for providing technical support to third parties, such as Customer's customers or end users.
- Any consultation services provided by TWTC after the Managed Services have been installed are subject to a time charge of \$250 per hour. TWTC's NOC will notify Customer of any applicable time and materials charges prior to the consultation.

4. TWTC Equipment:

- a) Customer may not move, alter or disconnect the TWTC Equipment without TWTC's prior authorization.
- b) The TWTC Equipment and associated software installed by TWTC on Customer's premises is provided "AS IS" and "WHERE IS". UNLESS SPECIFICALLY STATED HEREIN, TWTC MAKES NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE WITH RESPECT TO THE TWTC EQUIPMENT AND ASSOCIATED SOFTWARE, AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

5. Customer Responsibilities:

- a) Customer shall undertake reasonable security measures designed to protect any TWTC Equipment that is located on Customer's premises or is under Customer's custody, care or control against theft, damage or other unauthorized access.
- b) Customer may not resell the Managed Service.
- c) Customer will provide TWTC with its Initial Configuration requirements prior to the scheduling of the installation. If Customer desires to change its Initial Configuration after installation in a manner that does not impact the MRC for the Managed Services, it may contact TWTC's NOC to order such changes. If the requested configuration will impact the MRC, then Customer must contact its local TWTC Account Executive to order such changes.
- d) Customer is solely responsible for providing the primary power and secondary (back-up) power for the TWTC Equipment placed on the Customer premises.
- e) Customer is responsible for all content transmitted or stored by it in connection with the Managed Services, and shall comply with all applicable federal, state, local laws, rules and regulations.
- f) Upon termination of the Managed Service for any reason, TWTC and/or TWTC's designated vendor shall contact Customer to schedule a mutually acceptable time for retrieval of the TWTC Equipment from the Customer's premises, which TWTC Equipment shall be in good condition and packaged by Customer. If, due to Customer's acts or failure to act, TWTC is unable to retrieve the TWTC Equipment within 30 days following the termination of Managed Service, TWTC may charge Customer an amount equal to the replacement cost of TWTC's Equipment.



Signature Block

tw telecom boldings inc.	Customer: Foreman Seeley Fountain Architecure
Signature:	Signature:
Name: Joel Fye	Name: JEFFERT M. SEELEY
Title: VP/GM	Title: VP
Date: /2-/0-/2	Date: 12/10/12
Sales Person: Christopher Festa	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement. \cdot

Converged Services Voice & Internet Technical Requirements



Welcome to tw telecom. Thank you for selecting tw telecom as your Converged Services provider.

At tw telecom, our goal is to provide a seamless installation of your new Converged Services product. To ensure your installation goes smoothly, one of our Order Engineering Center (OEC) engineers will contact you to schedule a technical interview to confirm your new voice and data requirements.

To simplify the assessment of requirements, we have provided a checklist for you to complete for each service location.

If you believe you might require assistance answering these questions, please invite your **Network Administrator** or **IT Consultant** for the data component and your **Phone System** vendor for the voice component of your service to attend this call.

Please have the below information ready for the interview: Contacts:

Please provide the name, telephone number, cell phone number and e-mail for each of the following categories (include any special instructions for contacting those listed):

- 1. Point of contact at your company.
- 2. Point of contact for each location this may be a non-technical contact such as an office manager or receptionist.
- 3. Point of contact for your data services.
- 4. Point of contact for your voice or phone system vendor.

For Internet and IP Addresses:

- 1. LAN Connectivity:
 - a. If your LAN is directly connected to a tw telecom managed router/IAD with a switch (e.g. not a Layer 2 device), then please provide the following:
 - i. LAN subnet
 - ii. IP address you want assigned to the tw telecom managed router Ethernet port.
 - iii. Do you need the tw telecom managed router to perform NAT?
 - iv. Do vou need the tw telecom managed router to act as your DHCP server?
 - 1. For DHCP Server functionality: Please provide your customer DHCP pool, primary and secondary DNS and customer domain name.
- 2. Public IP Addresses:
 - a. If you need more than one (1) useable IP address, you will need to complete an IP Justification Request via the following link: https://customerportal.twtelecom.com/

NOTE: The IP justification Request form requires information on how your IP addresses will be used in your network.

- 3. LAN Port Configuration:
 - a. By default, the LAN port is hard coded 100M full duplex for Bandwidths <100M. If Auto-Negotiate/Full Duplex is required it may be supported by special request.
- 4. Shared Web Hosting: Do you want to enable this service?

For Voice Services please provide:

- 1. Simultaneous Calls:
 - a. What is the total number of Trunk Group Channels and/or Business Lines for each location? NOTE: Your PBX/IP-PBX administrator may need to provide you with this information.
- 2. Telephone numbers:
 - a. What is the total number of telephone numbers (TNs) that you are Porting/Moving?
 - b. What is the total number of TNs needed for service at each location?
 - NOTE: your PBX/IP-PBX administrator may need to provide you with this information.
- 3. Trunk Groups:
 - a. Please provide the trunk type that you are configuring (if any)
 - i. Digital or PRI/ISDN?
 - ii. The number of digits you require be sent to your phone system.
 - iii. If porting telephone numbers please identify which number to use as your Billing Telephone Number.
- 4. Business Lines:



- a. Please provide your Hunt Group arrangements, voice features and voice mailbox requirements (if lines are required)
 - i. Provide the Hunt Group telephone numbers as well as the order you want them.

NOTES: Fax/modem/credit card lines should, in most cases, remain separate from the Hunt Group. It is strongly recommended any Fire Alarm or Security Alarm lines utilize a locally provided POTS line.

5. Billing Restrictions

a. Do you want to permit or deny third party billing and/or collect calls?

6. Toll Restrictions

- a. Indicate if you want to deny any of the following
 - i. International calls.
 - ii. 01 or 011.
 - iii. 411 or Long Distance Directory Assistance (555).

7. Call Blocking

- a. Indicate if you want to block outbound calls to
 - i. 8xx
 - ii. Directory Assistance
 - iii. 9xx
 - iv. 7xx
 - v. Casual Dial.

8. Outbound Caller ID

- a. Individual telephone numbers for each line will be displayed.
- b. Please provide the calling name you want displayed.
- c. You may elect to have a single number displayed from your Hunt Group.

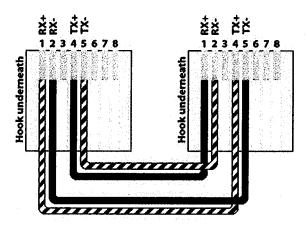
9. Account Codes:

 If you use Account Codes for Outbound Calling, please provide a list of those account codes and their associated names.

Cabling

tw telecom does not supply cabling between the managed CPE and the customer network. Customers are responsible for providing the appropriate cable connections (Ethernet, PRI/CAS, etc) and hardware (e.g. rack/shelf space) for the managed CPE to LAN connectivity.

- a. Customers are expected to both provide the actual LAN cable(s) and perform the physical connection from the tw telecom managed CPE to the LAN equipment.
- b. PRI/CAS connections require a <u>T1 cross-over cable</u> (see diagram below) for connectivity between the tw telecom managed IAD and the customer PBX.



PRI (T1/E1) CrossOver/Loopback Cable

Converged Services Voice & Internet Technical Requirements

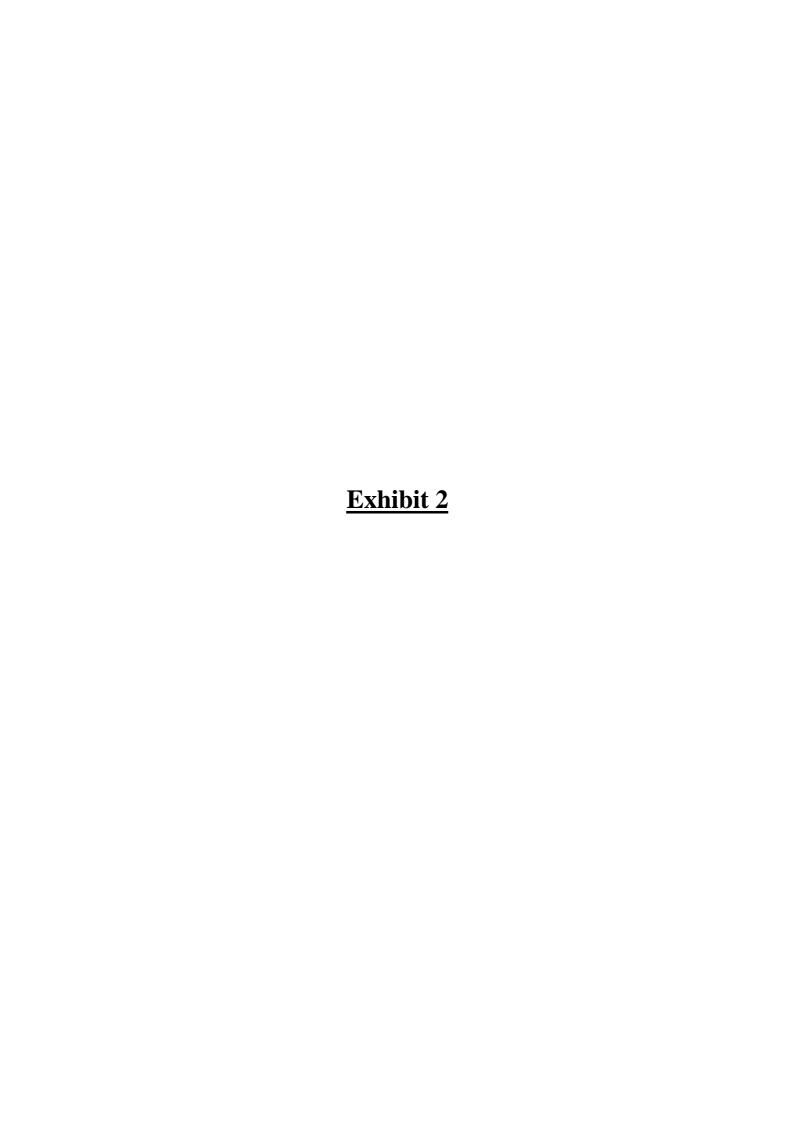


Inside Wiring

Our customers are responsible for providing and maintaining the inside wiring facilities from tw telecom's point of entry in the building to the location in customer's premises where the managed CPE is to be physically installed (within one meter). This includes any inside wiring, conduit, repeaters, equipment, core drilling between floors, or other facilities or authorizations necessary to complete the installation. If Customer requests that tw telecom install the inside wiring for Customer, or requests that tw telecom make arrangements with the ILEC to install the inside wiring for Customer, it shall pay tw telecom for such installation. If tw telecom performs repair work to the inside wiring at Customer's request, the Customer shall pay tw telecom a reasonable time and materials charge.

Demarc Requirements:

tw telecom's managed solutions extend the service point of demarcation up to the local LAN side interface(s), i.e. Ethernet, PRI/CAS, analog line, on the tw telecom owned and managed CPE (router/IAD, firewall). Our customers are responsible for cabling, installation, IP address scheme, on-going management and maintenance of the customer LAN network (physically and logically) connecting up to CPE LAN-side interface(s) handoff.



Murphy, Maureen

From: Jeff Seeley < seeley@FSFarchitecture.com >

Sent: Friday, December 14, 2012 8:48 PM

To: 'Hogancamp, Harold'

Cc: 'Festa, Christopher'; 'Ballen, Lauren'

Subject: RE: Forman Seeley Fountain Architecture 3091 Governors Lake Dr 6M C-S

Technical Configuration

Small technicalities It think

Foreman SEELEY fountain (misspelled my name multiple

times) Building 100, Suite 150

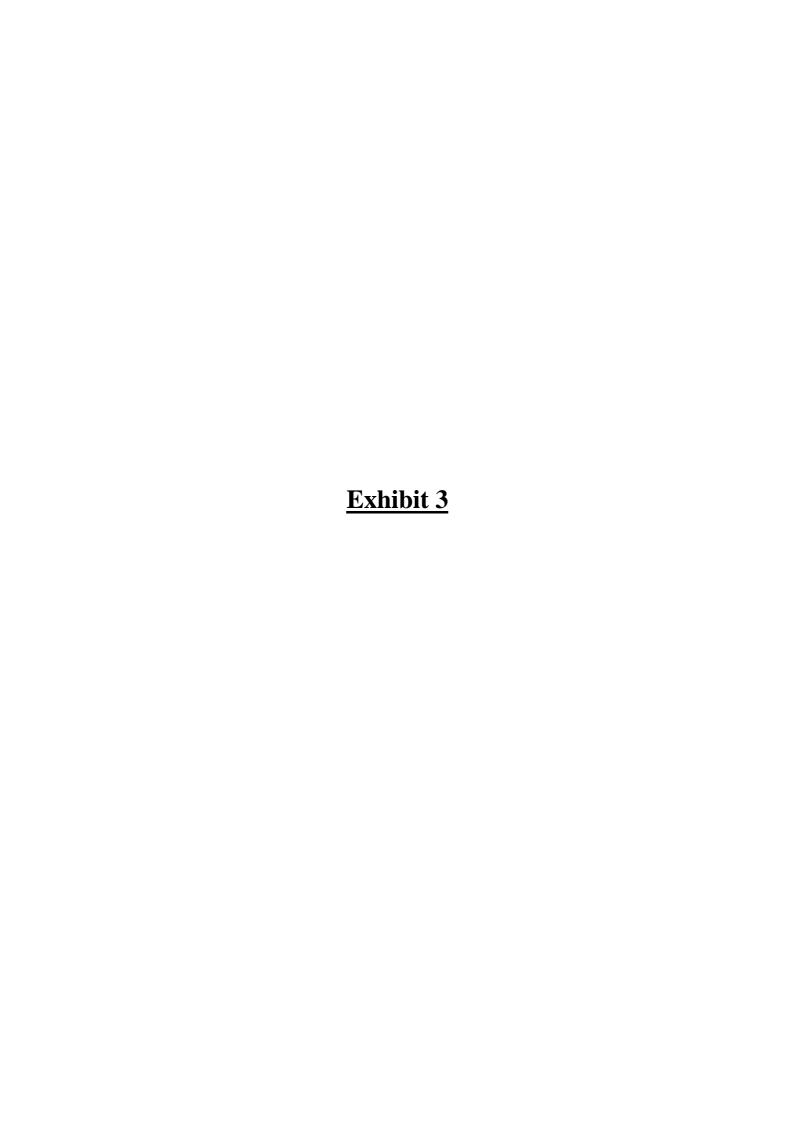
Should have voice / data vendor early next week.

The rest looks Ok to me, But will have it reviewed by the voice data instalee when selecteed.

Thanks,

Jeffery M. Seeley, vice-president seeley@FSFarchitecture.com

5855 Jimmy Carter Boulevard, Suite 218 Norcross, Georgia 30071





tw telecom holdings inc. 10475 Park Meadows Drive Littleton, CO 80124 T 303 542 6313 F 303 566 1010

VIA EMAIL mpalchick@wcsr.com

June 23, 2014

Mark J. Palchick, Esq. Womble, Carlyle, Sandridge & Rice 1200 Nineteenth Street, NW, Suite 500 Washington, D.C. 20036

Re:

Your client, Foreman, Seeley, Fountain Architects **tw telecom** Account No. 328235

Dear Mr. Palchick:

This is in response to your letter of June 11, 2014.

The toll fraud that occurred here is certainly unfortunate, but it is entirely the fault of your client. The vulnerability of the Nortel voicemail system is notorious, and has been the subject of long-standing and well-publicized articles, a sample of which can be found at the following link, which dates back to 2007: http://www.zdnet.com/nortel-pabx-hacked-again-1339274962/. An actual guide to hacking a Nortel system is found at http://www.phrack.org/issues.html?issue=47&id=15. As you can see, hackers are particularly brazen when it comes to compromising this particular product group.

Per your request, I have attached a copy of the Technical Assurance Service Confirmation ("TASC") completed In December 2012. You will note there, beginning on line 197, that the only billing restriction requested by the customer was to "deny billing to 3rd party." The boxes for international toll restriction, or other toll restriction, remain unchecked. So it is clear from this document that **tw telecom** did contact the customer with regard to its toll restriction preferences, and the customer chose not to implement any, other than a restriction on third party billing.

In addition, the service agreement between **tw telecom** and your client contains the following language:

Except as otherwise specified in this Service Order, international long distance calls are charged at the rates specified in TWTC's international price list found at www.twtelecom.com/tariffed-international-rates. Information regarding international toll blocking and international/offshore pricing for TWTC's international long distance Services is also available at this website.

So, the language in the contract put your client on notice of its capability to make international long distance calls, and of the pricing for those calls.

Mark J. Palchick, Esq. June 23, 2014 Page 2

Your second request is for "the full routing for each of the international calls including all entities that were involved in the routing and completion of the international calls." However, **tw telecom** does not have access to the "full" routing of these calls. We can only see the calls as they entered and exited our network. Thus, we are able to see that the calls entered **tw telecom's** network from your client's telephone system. It appears that the fraud perpetrators first compromised the Foreman Seeley telephone equipment, entering through the voice mail system of Foreman Seeley's telephone equipment. They then forwarded calls from that system using its "*72" feature. They also compromised telephone equipment belonging to several other telephone users, and forwarded calls from those users' systems to the Foreman Seeley system. Because the perpetrators used the call forwarding feature, these new calls no longer "hit" the Foreman Seeley system. Instead, the Foreman Seeley system routed them directly to various international locations. These locations were mainly in Gambia, but **tw telecom's** call records indicate that several other locations were also attempted.

Similarly, in response to your third request, for "a list of all entities that received or were entitled to receive a financial benefit from the international calls," **tw telecom** does not have the ability to compile such a list. As previously stated, we know the calls entered the **tw telecom** network as a result of your client's negligent failure to maintain security on its telephone equipment, and we know that most of the calls were placed to Gambia. We have also concluded, based on additional information received from Foreman Seeley, that some of the calls came from a company by the name of Snap Fitness. However, it is reasonable to assume that Snap Fitness was simply one of several other telephone users who were victimized here, and that Snap Fitness was not the true source of the calls. In fact, we do not know where the calls actually initiated, and we do not know if Gambia was their final destination.

In this context, please see the attached report of LWG Consulting, Inc., the forensic experts engaged by your client's insurer, CNA Insurance. LWG's report agrees with **tw telecom's** conclusion that the calls resulted from your client's negligence:

LWG determined that the cause of the insured's loss is related to the configuration of their voicemail system and the ability for the fraudulent party to access specific voicemail controls. The insured's voicemail system allowed for the configuration of call forwarding and international calling had not been removed from the dial plan for the telephone system. As such, once the type of voicemail system was identified by the fraudulent party, access to a user's voicemail box was easily obtainable and configured to call forward. Had the software settings for call forwarding and international calls been disabled from the insured's telephone system, the calls needed by the fraudsters to establish the theft could not have been setup remotely.

In response to your fourth and fifth requests, **tw telecom** is a reseller of international service, and handed all of the calls in question to its international carrier, AT&T, which in turn has charged us for those calls pursuant to its tariff. On May 8, 2014, **tw telecom** paid AT&T \$227,311.00 for the calls coming from Foreman Seeley. Please note that this amount is substantially greater than the

www.twtelecom.com Page 2

Mark J. Palchick, Esq. June 23, 2014 Page 3

amount billed to your client. However, **tw telecom** is not attempting to recover more than its own tariff allows.

Your assertion that **tw telecom** is not obligated to pay AT&T for these fraudulent calls—or indeed has a duty not to pay—is entirely incorrect. AT&T's tariff requires **tw telecom** to pay for the calls, just as **tw telecom's** tariff requires your client to pay **tw telecom** for them. If you have case law or a specific FCC decision to the contrary, please provide it to me. If you have a direct contact at the FCC's International Bureau who has represented to you that **tw telecom** or your client has no obligation to pay these charges, please provide that as well.

In response to your sixth request, your conclusion that international call blocking was turned off is incorrect. **tw telecom** implemented international call blocking on Foreman's lines effective 10:22 p.m. MDT on March 30, 2014. Blocking was maintained on those lines continuously, and is still in place as of the date of this letter. It may be, however, that your review of the call log reveals periods in which no calls occurred. This is most likely a result of either a) the perpetrators losing connectivity on the fairly complex pathway of circuits they had constructed using your client's telephone equipment platform; or b) calls not appearing on the bill because call attempts to countries other than Gambia were unsuccessful. As you can see from the attached spreadsheet, there were numerous unsuccessful call attempts made to other countries such as Latvia, the Republic of Guinea, Mauritania, and the Republic of Congo. In addition, at line 19,929 of the spreadsheet there is an unexplained cessation of calls that lasts almost five (5) hours. This could have resulted from a network outage somewhere along the pathway established by the perpetrators. We do not know.

In addition, I note that on March 29, 2014, at approximately midnight MDT, **tw telecom** experienced an outage in its mediation distribution system. As a result, although call records were being collected, the information in those records was not being distributed to some of the locations that normally receive it, including our fraud control center, which was unaware of the spike in Foreman Seeley's international usage until the mediation system was restored on Sunday, March 30, 2014, at approximately 8:00 p.m. MDT. Once the mediation system was restored, it took approximately two hours to "catch up" to current time. Our fraud control center received the alarm on the Foreman Seeley account at 10:13 p.m. MDT March 30, and placed a block on Foreman Seeley's international calling by approximately 10:22 p.m. MDT. In this context, however, **tw telecom** has no obligation either contractually or under tariff to monitor its customers' usage for fraud. **tw telecom** performs this function strictly as a courtesy to its customers. Thus, an outage in **tw telecom**'s mediation distribution system does not affect or in any way limit your client's liability for the charges in question.

Section 16 of the Standard Terms and Conditions between your client and **tw telecom** states that:

This Agreement, together with the Service Order(s) and applicable tariffs set forth the entire agreement with respect to the subject matter hereof, and supersede all prior agreements, promises, representations, and negotiations between the Parties. If there is

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Mark J. Palchick, Esq. June 23, 2014 Page 4

a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both.

In this case, the applicable tariff is entitled "International Terms and Conditions," filed with the FCC and having an effective date of July 1, 2008. The pertinent tariff language is found in Section 2.2.8, addressing liability for unauthorized use of and access to the customer's long distance service:

The Company [tw telecom] shall not be liable for any damages (including usage charges) that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

The entire tariff can be found at the following link:

http://www.tariffs.net/tariffs/10090ero8n/temptw%20telecom%20FCC%20Intl%20Terms%20and%20Conditions%2010%2005%2012%20CUR.pdf

In addition, the applicable case law fully supports the effectiveness of this tariff provision, especially at the FCC. See for example *AT&T Corp. v. Fleming & Berkley*, 1997 U.S. App. LEXIS 33674; *Chartways Technologies, Inc. v. AT&T Communications*, 6 FCC Rcd 2952 (1991), aff'd, 8 FCC Rcd 5601 (1993); and *Directel Inc. v. American Tel. & Tel. Co.*, 11 FCC Rcd 7554 (1996).

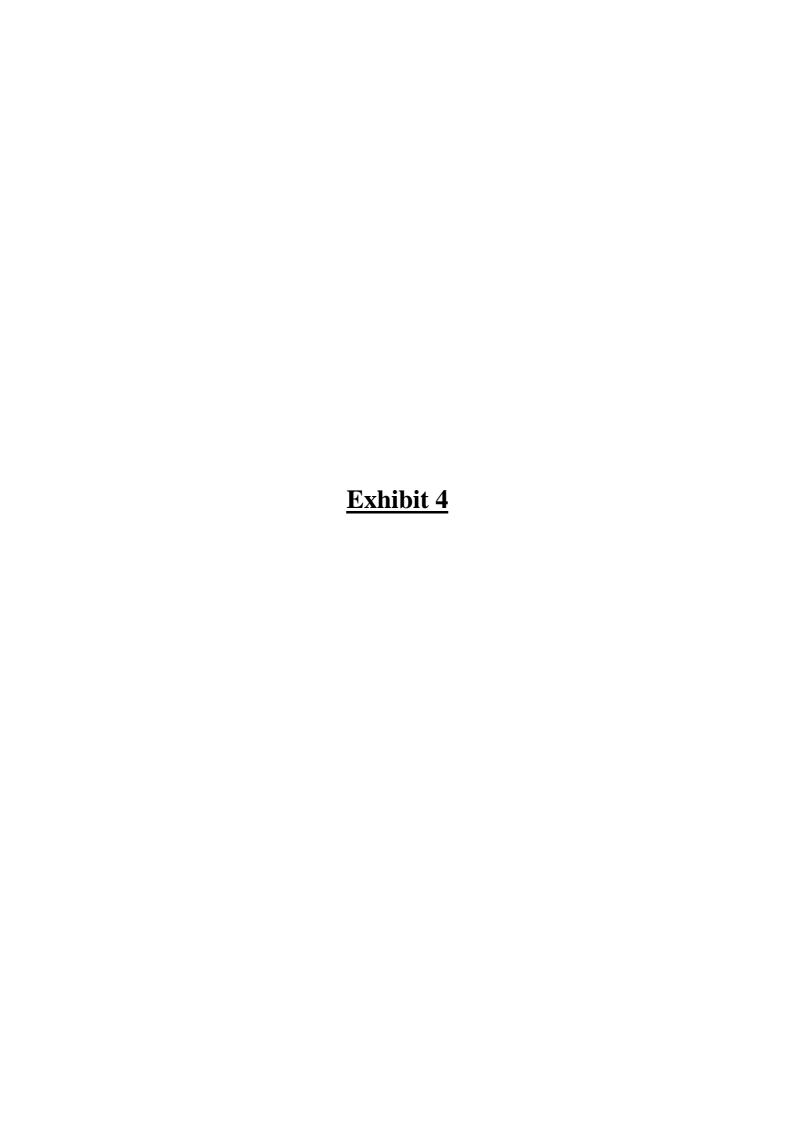
In view of the foregoing, I ask that you advise your client to make payment for the charges in question. In addition, I believe it is important that your client quickly confer with its equipment vendor to ensure that proper security measures are taken to prevent further hacking and theft of service.

At this point, **tw telecom** will refrain from disconnection until July 7, 2014. However, by this letter you and your client are put on notice that if **tw telecom** does not receive payment in full of the past due amount, \$166,474.55, on or before June 26, 2014, then disconnection of service will follow on July 7, 2014.

Very truly yours

Gary/Witt

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PBX and VOICE MAIL SECURITY TIPS

A PBX (Private Branch Exchange) is a private switch that serves extensions in a business and provides access to the public switched telephone network. Similarly, a voice mail system allows users to record, store, retrieve, and forward voice messages. If the PBX and/or voice mail system is not properly maintained and secured, they can become easy targets for those intending to commit fraud.

SECURITY TIPS

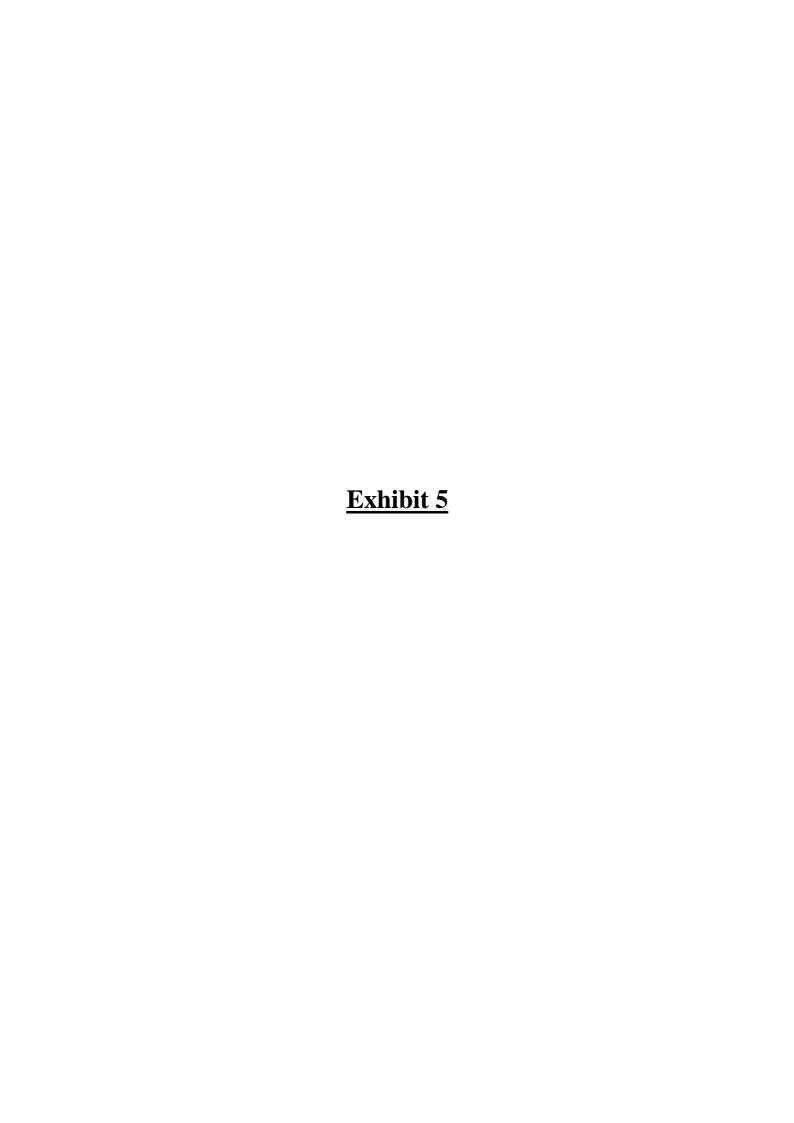
Listed below are a number of tips for maintaining and securing your PBX and Voice Mail systems. This list is not exhaustive and is provided for your convenience. Contact your PBX or Voice Mail systems vendor for more information.

	Run periodic security audits to check for		Restrict Toll Free dialing from areas where
	loopholes in the PBX (have PBX vendor do		there is no business requirement.
	this if possible)		Frequently audit and change all active
	Disable DISA (Direct Inward System		codes.
	Access) if possible. If not possible, use		Deactivate unassigned voice mailboxes and
_	maximum number of digits for DISA code.	_	DISA codes.
	Eliminate remote access to your PBX and		Do not allow phone lines to be "forwarded"
	disable access system. Have authorized		to off-premise numbers.
	personnel use calling cards instead, if		Make sure that system administration and
	practical.		maintenance port phone numbers are
	Do not allow unlimited attempts to enter the		randomly selected, unlisted and that they
	system. Program the PBX to terminate		deviate from normal sequence of other
	access after the third invalid attempt.		business numbers.
	Shred directories or anything listing PBX		Use random generation and maximum
	access numbers.		length for authorization codes.
	Never divulge system information unless		Deactivate all unassigned authorization
	you know to whom you are giving it.		codes.
	Secure remote maintenance port and use call		Use multiple levels of security on
	back modem or alphanumeric passwords.		maintenance ports (if available).
	Tailor access to the PBX to conform to		Do not allow generic or group authorization
	business needs.		codes.
	Eliminate trunk to trunk transfer capability.		Ensure that "Night Bell" or attendant service
	Restrict 0+, 0-, and 10-10-XXX dialing out		does not default to dial tone when left
	of PBX.		unattended.
	Restrict all calls to 900, 976, 950 and 411.		Do not use "alpha" passwords that spell
	Restrict 1+ dialing to extent possible.		common words or names.
	Change passwords frequently.		Immediately deactivate passwords and
	Delete/change all default passwords.		authorization codes to known terminated
	Restrict after-hours calling capability:		employees
	DISA, International, Caribbean and Toll		Consider implementing a barrier code
	calls.		system, i.e. an additional numeric password
	Analyze call detail activity daily (use		that adds a second level of security.
	SMDRs).		Restrict all possible means of out-dial
	Consider allowing only attendant-assisted		(through-dial) capability in your voice mail
	international calling		system.
	Employ class-of-service screening to areas		Frequently change default codes/passwords
	to where there is no business need to call.		on voice mailboxes.

tw telecom

Network Operations Center - Fraud

Note: The information contained herein is for **tw telecom** customers and is for educational purposes only. There are no guarantees with respect to its ability to prevent fraud or assume liability on the part of **tw telecom**.





VoIP PBX and VOICEMAIL SECURITY TIPS

VoIP is an emerging technology that has become a new favorite for hackers to easily exploit. Companies have less experience with the security exposures of the new systems. Listed below are a number of tips for maintaining and securing your VoIP PBX and voicemail systems. This list is not exhaustive and is provided for your convenience. Contact your vendor for further information.

IP/VoIP General Suggestions

- * Allowing remote registration means that your IP addresses and Data Network are potentially open to unauthorized persons registering as a phone on your system
 - if you're not sure of this, have your VoIP PBX vendor, IT department or an IT Specialist run a port scan against your entire Data Network looking for know vulnerabilities. (they may also want to run programs like SipVicious that includes a program called SVCracker which tries to register as a phone on the network and records the responses. They can also run a program like WarVox that scans the PSTN side of your network)
 - do NOT use the default extensions, or extension passwords for registrations
 - If you do allow auto or default registration, set the calling search space to only allow internal calls and calls to 911
 - block international Dialing in Dial plans and all partitions. If you need to place calls internationally, put SPECIFIC NUMBERS ONLY on dial plans
 - if you do allow dialing internationally, require account code entries for the call, and assign these to individuals. (1111 is not a good access code)
- * Voice mail systems or any ancillary service should be reviewed and scanned just like all the other systems
 - try to avoid using 4 digit passwords. Use a 7 to 9 digit pin
 - never allow a password/pin to remain in effect for over 180 days. (best practice is to force a change every 90 days)
 - restrict the voicemail for out calling to users with a demonstrated need and never allow these same mailboxes within a consecutive number range. Make sure the dial plan of the voicemail is set to not allow international dialing
 - if the voicemail can outcall, verify the voicemail goes through the PBX and does not have its own dedicated external access. If it does have its own external access, check this for external vulnerabilities
 - if there is a system admin mailbox, make sure that its not set up with the vendor default number and password
- * There are a number of ways to protect against the unauthorized IP PBX access

Note: The information contained herein is for **tw telecom** customers and is for educational purposes only. There are no guarantees with respect to its ability to prevent fraud or assume liability on the part of **tw telecom**.

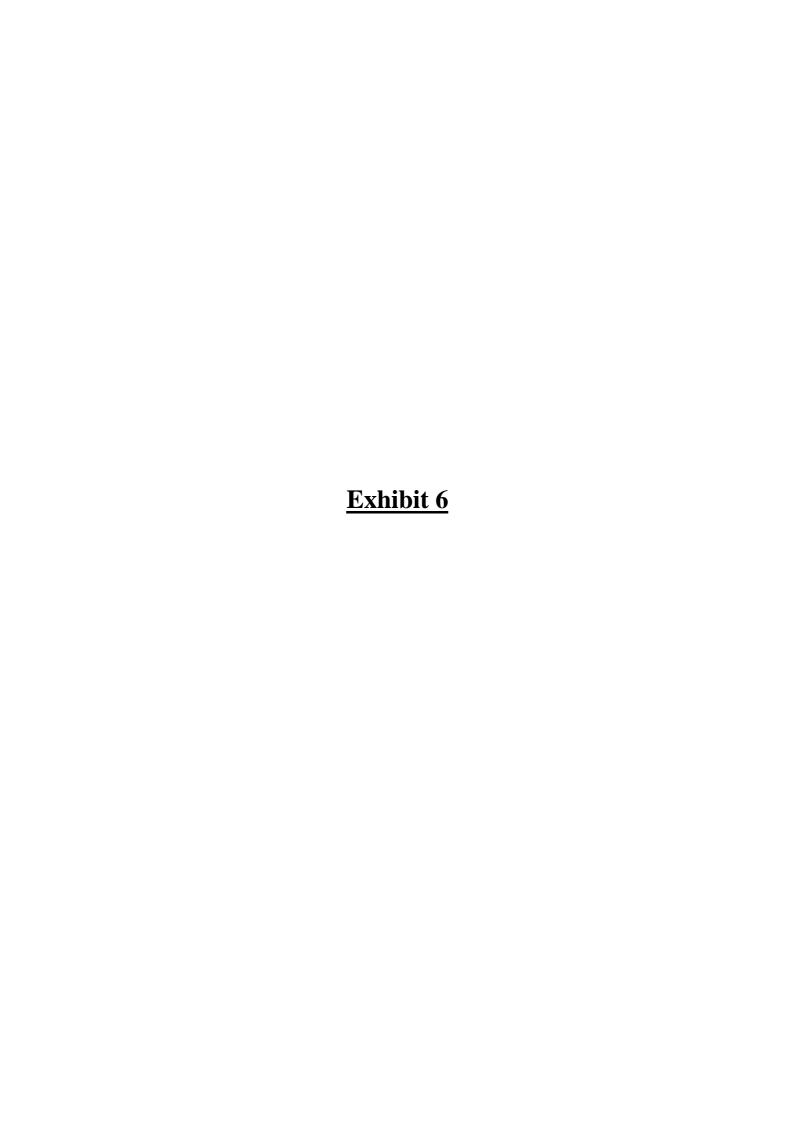
- do not permit external access to your IP PBX unless absolutely required to support remote office telephones
- confirm that Direct Inward Dial is configured. Many systems have this defaulted for the user/vendor to change
- use an appropriately configured firewall to limit (<u>preferably by originating IP address</u>) or prevent access to your IP PBX. Check your system access lists. Do you accept only host IP addresses, ranges of IP addresses or default 'allow'?
- use strong passwords for authentication by the remote office telephones
- carefully control who has access to the account/password information for remote office telephones and instruct staff as to the importance of maintaining this information in confidence
- monitor your IP PBX's call logs daily looking for unauthorized or unexpected activity (some IP PBX systems will have a mechanism to automatically and continuously monitor for unusual calling activity or repeated attempts at registration see item).
- check your event logs for login failures. numerous fails can indicate hackers trying to penetrate your system
- * There are a number of ways to protect against unauthorized IP Trunking/DSIP service access

The goal for the hacker is to register a VoIP Soft PBX such as an Asterix VoIP PBX, and take over your trunking service

- carefully control who has access to the account/password information for your IP trunking service and instruct staff as to the importance of maintaining this information in confidence:
- if you have the ability to set your own password on your IP trunks, select a secure password and change it periodically;
- verify if you have host to host configurations that may allow registration of another host (gateway) without your knowledge.
- check your systems (voice & data) for registrations of a new gateway on your LAN. This will allow traffic from your system but will not produce any PBX records

tw telecom has a Hardened Network Design, Redundant Managed Firewalls, Multi-level Intrusion Prevention, SSL VPN for Administration, Security Event Monitoring and Alerting, Secure Physical Datacenter Monitoring, and Dos/DDoS Protection.

Note: The information contained herein is for **tw telecom** customers and is for educational purposes only. There are no guarantees with respect to its ability to prevent fraud or assume liability on the part of **tw telecom**.



Private Industry Notification

October 25, 2013

(U) Toll Free Traffic Pumping is a method used to artificially generate calls to toll free telephone numbers. Utilizing this method along with Caller ID Spoofing, fraudsters are taking advantage of the Telecommunication Industry exposing them to large financial losses.

(U) What is Toll Free Traffic Pumping?

Toll Free Traffic Pumping is the abuse of toll free numbers, where a computer/server is utilized to artificially generate calls to toll free numbers. The Calling Party Numbers (the numbers making the calls) are spoofed and the duration of these calls varies greatly. The duration of the calls is largely dependent on the terminating equipment of the toll free number and its configuration.

For example, calls answered live will usually be "dead air" calls, where the called party hangs up in a relatively short time period due to no response. Calls that are answered by auto attendants, or interactive voice response units, may have calls with a tone or music playing with durations as long as 600 minutes.

(U) How do legitimate calls occur?

For any call traffic, several carriers help complete calls. The individual carriers only have visibility of what carrier they receive calls from, and to which carrier they send calls (i.e., Carrier 4 can only see calls from Carrier 3).



Carriers enter into revenue share agreements to pay one another when assisting to complete calls. These agreements are regulated by the FCC¹. Revenue share agreements can be an acceptable practice and usually includes smaller wireless or wireline service providers, cable companies, and ISP's.

(U) How are the fraudsters generating money from Toll Free Traffic Pumping?

In this context of toll free traffic pumping, the revenue share agreements become a vehicle for fraud. The fraudsters, or traffic pumpers, are typically several carriers behind a Competitive Local Exchange Carrier (CLEC), who offers a share of the revenue paid by the toll free service providers for connecting toll free

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¹ hxxp://www.fcc.gov/what-we-do

Internet Crime Complaint Center
Private Industry Notification

calls to their networks. As illustrated in the diagram, the toll free service provider (Carrier 4) cannot determine the true origination call due to multiple handoffs. Carriers may unknowingly be carrying toll free traffic pumping calls.

(U) What are the fraudsters utilizing to do Toll Free Traffic Pumping?

The fraudsters conducting toll free traffic pumping are utilizing caller ID spoofing to make calls appear to be from one source or location, when they are in fact from the fraudster. Spoofing calls is a violation of the Truth in Caller ID Act².

(U) What may this activity be violating legally?

Generating fake calls may be a violation of Title 18 section 941 18 U.S.C. 1343—Elements of Wire Fraud.³

(U) Who can be affected by Toll Free Traffic Pumping?

Any person, company, or public service with a toll free phone number for commercial or public safety services can be affected by Toll Free Traffic Pumping (for example: call centers, customer care lines, or public health lines).

(U) What are the implications of receiving Toll Free Traffic Pumping?

- Could exceed capacity and cause a telephony denial of service (TDoS)
- Could cause lost productivity in the call center
- Could impact call center metrics
- Could impact normal response to customer service
- Could cause unnecessary reports of troubles to service provider and equipment providers
- Voicemail capacity is maxed out with dead air calls and messages cannot be received
- End user incurs expenses for the unwanted calls

(U) What should a person look for to identify if Toll Free Traffic Pumping is happening?

The "symptoms" of toll free traffic pumping may vary. However, people who are responsible for answering the phone calls may notice some of these indicators:

- Dead air calls, where no one answers and there is no sound.
- Calls where the content is repeated, such as a tone or music.
- There may be a noticeably large increase in monthly charges.

² hxxp://transition.fcc.gov/cgb/consumerfacts/callerid.pdf

³ hxxp://www.justice.gov/usao/eousa/foia reading room/usam/title9/crm00941.htm

Internet Crime Complaint Center Private Industry Notification

Calls can be made during normal business hours. However, it may be noticeable that
calls are occurring during non-business hours (evenings or weekends) or when there is
normally no one in the office.

This is not a complete list of indicators or patterns that have been detected.

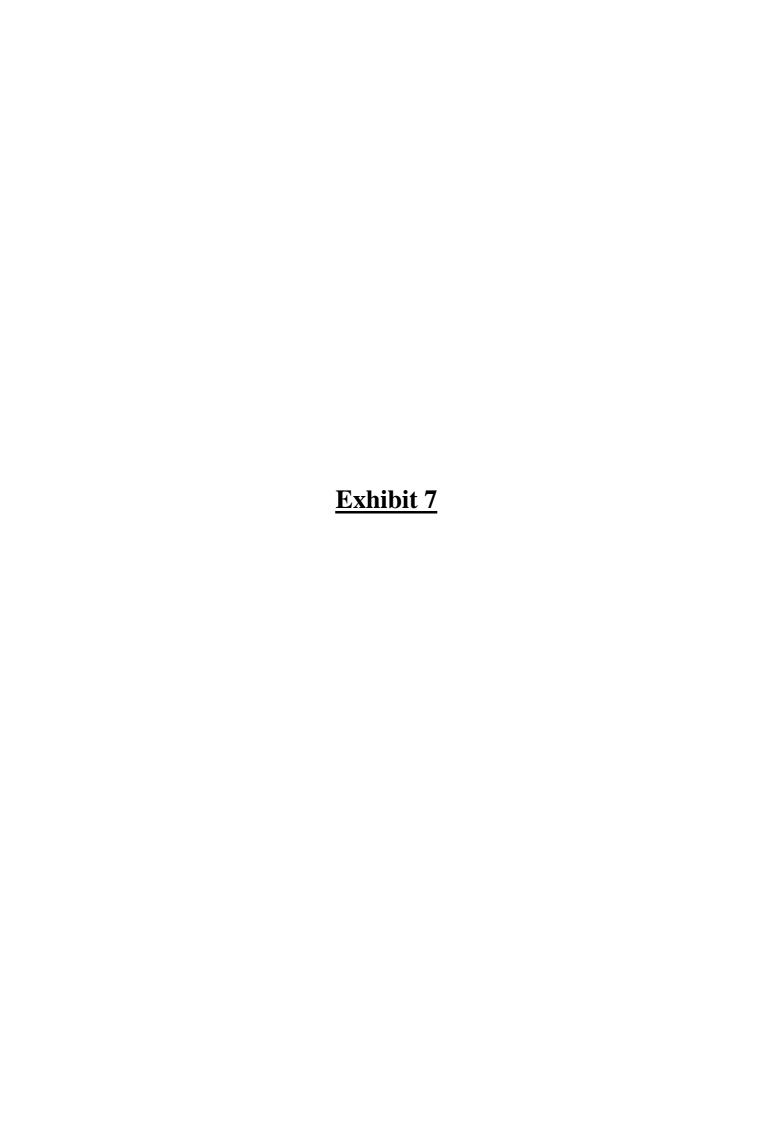
(U) What should be done if any of these indicators are noticed?

If you have experienced the above indicators of toll free traffic pumping, please report the incident to your telecommunications carrier and file a report with the Internet Crime Complaint Center at www.IC3.gov.

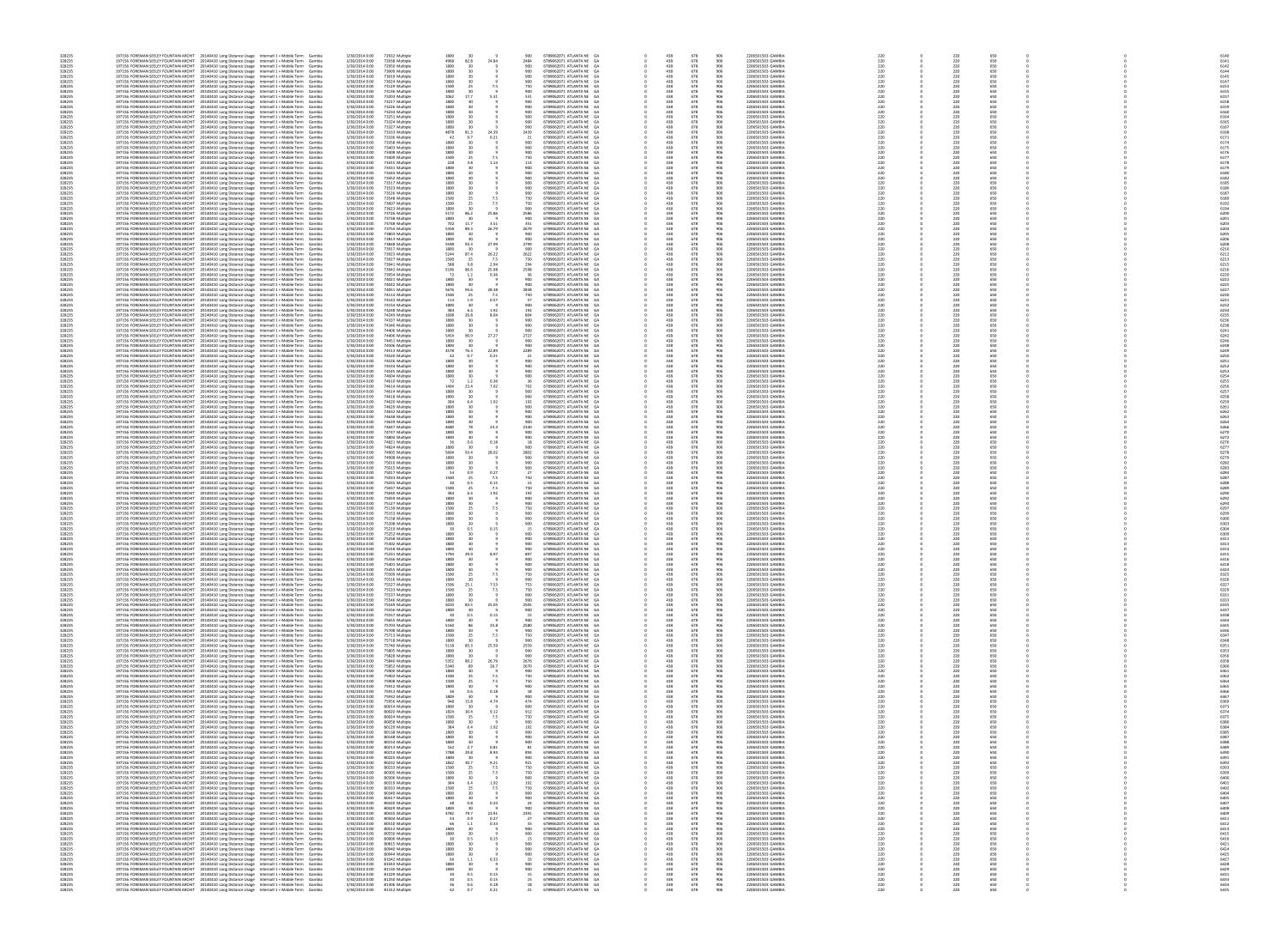
Specific details about the event may assist carriers in identifying this activity. If any of the above "abnormal" calls occur, please document the following:

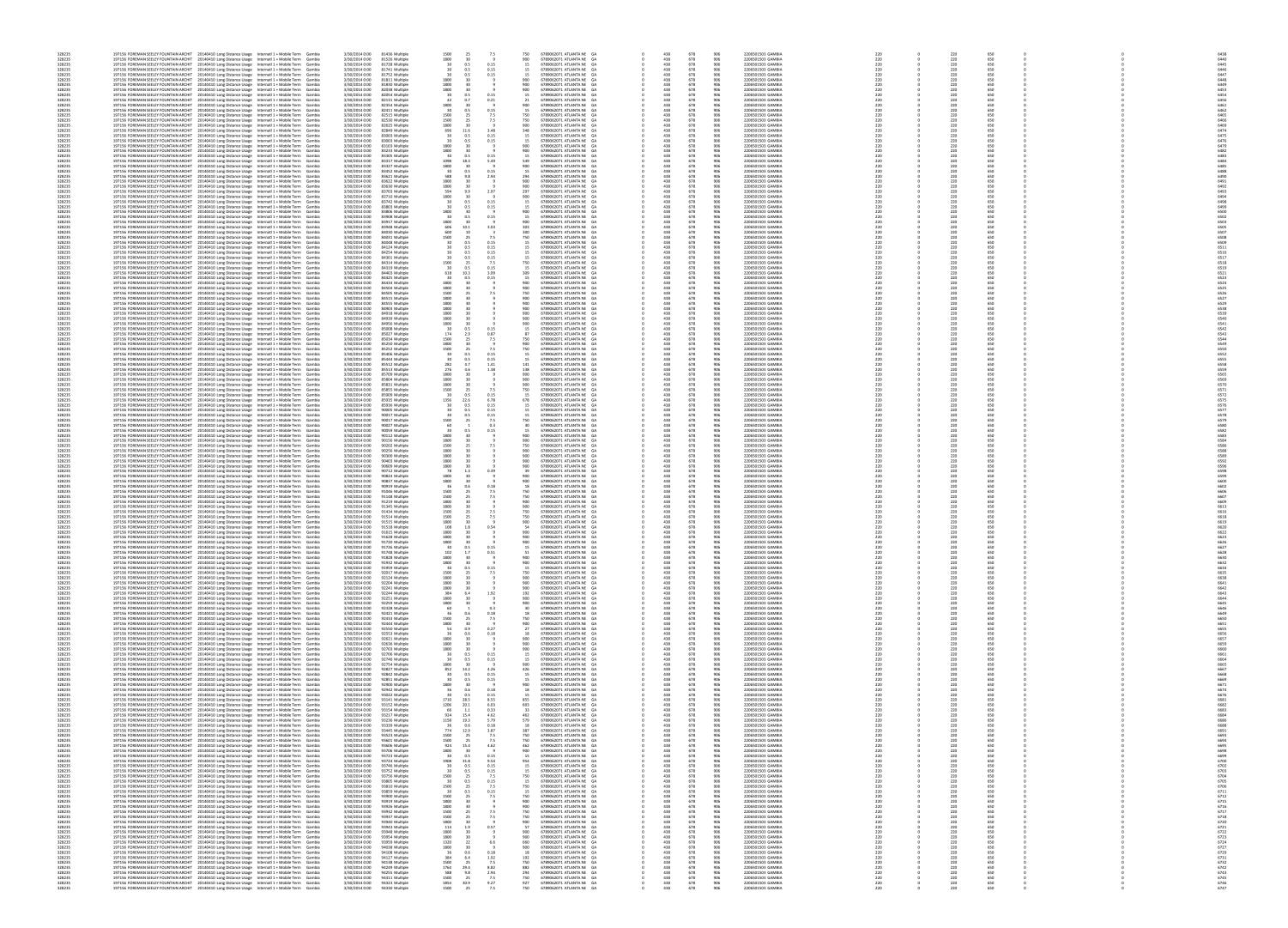
- What type of calls were received (dead air, music, etc)
- The date the phone call(s) were received
- The time of day/night the phone call(s) were received
- The number(s) that appeared on the caller ID
- The number that received the phone call(s)

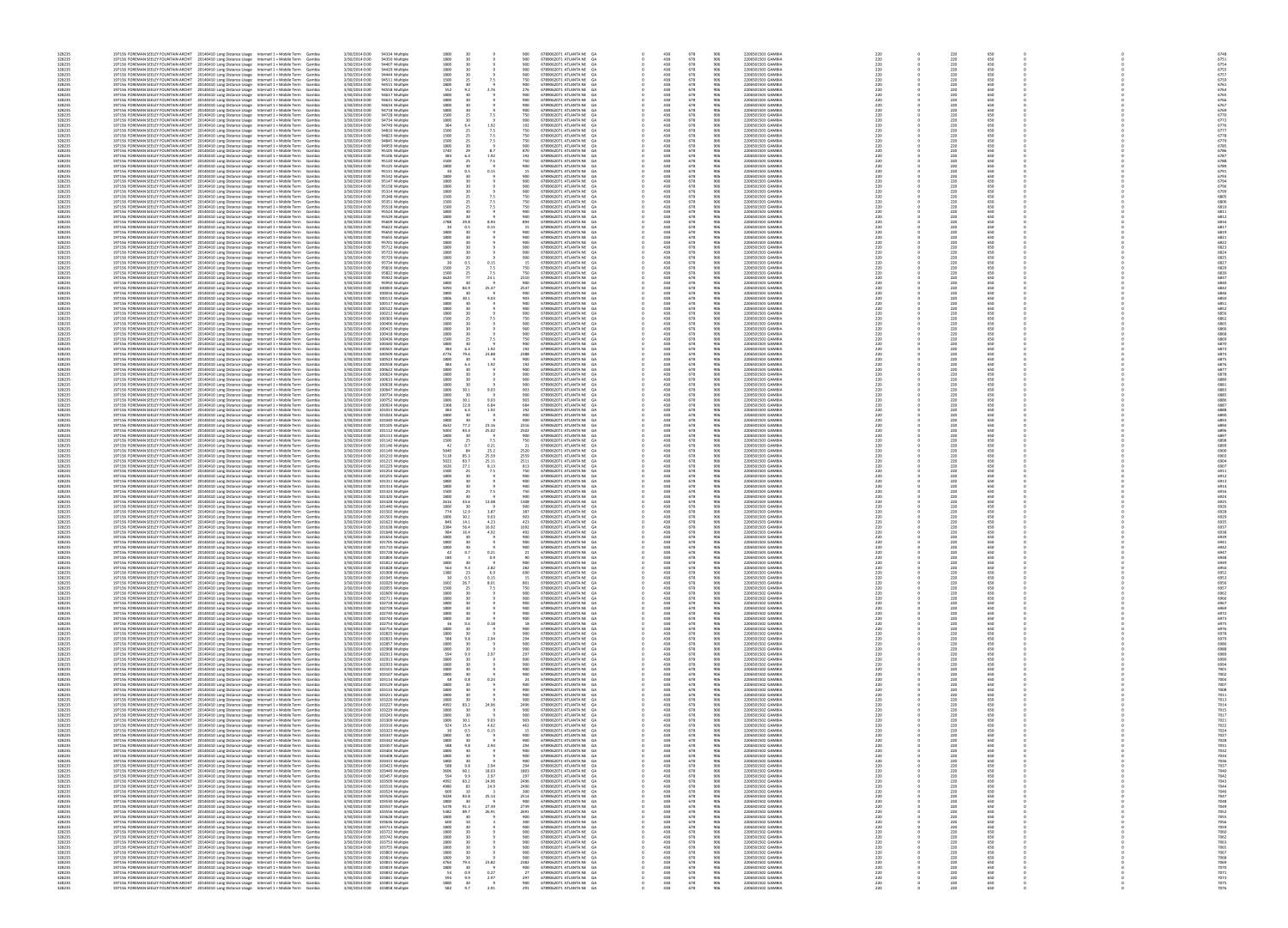
If requested, this information should be provided to your telecommunications carrier or to law enforcement.

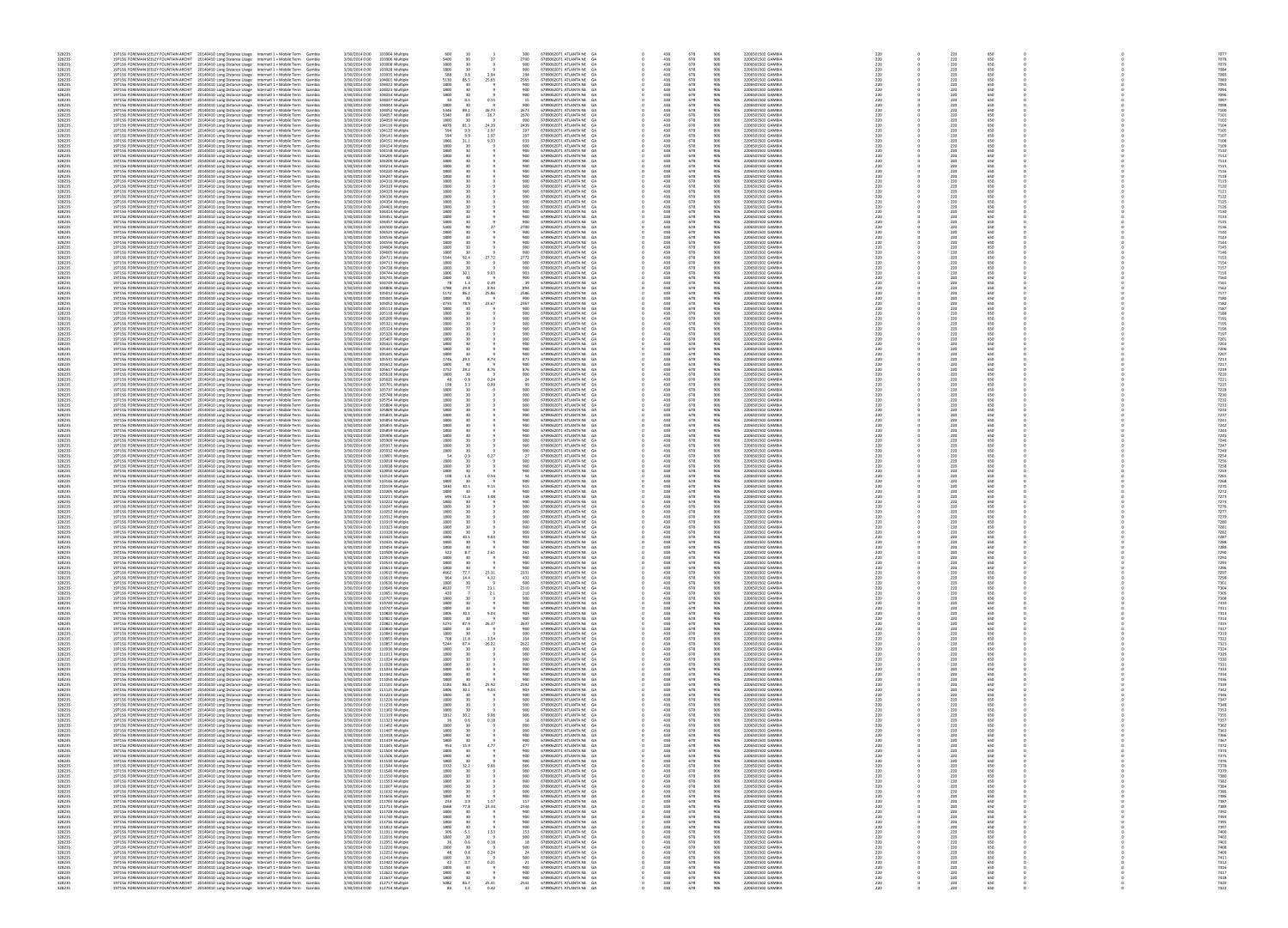


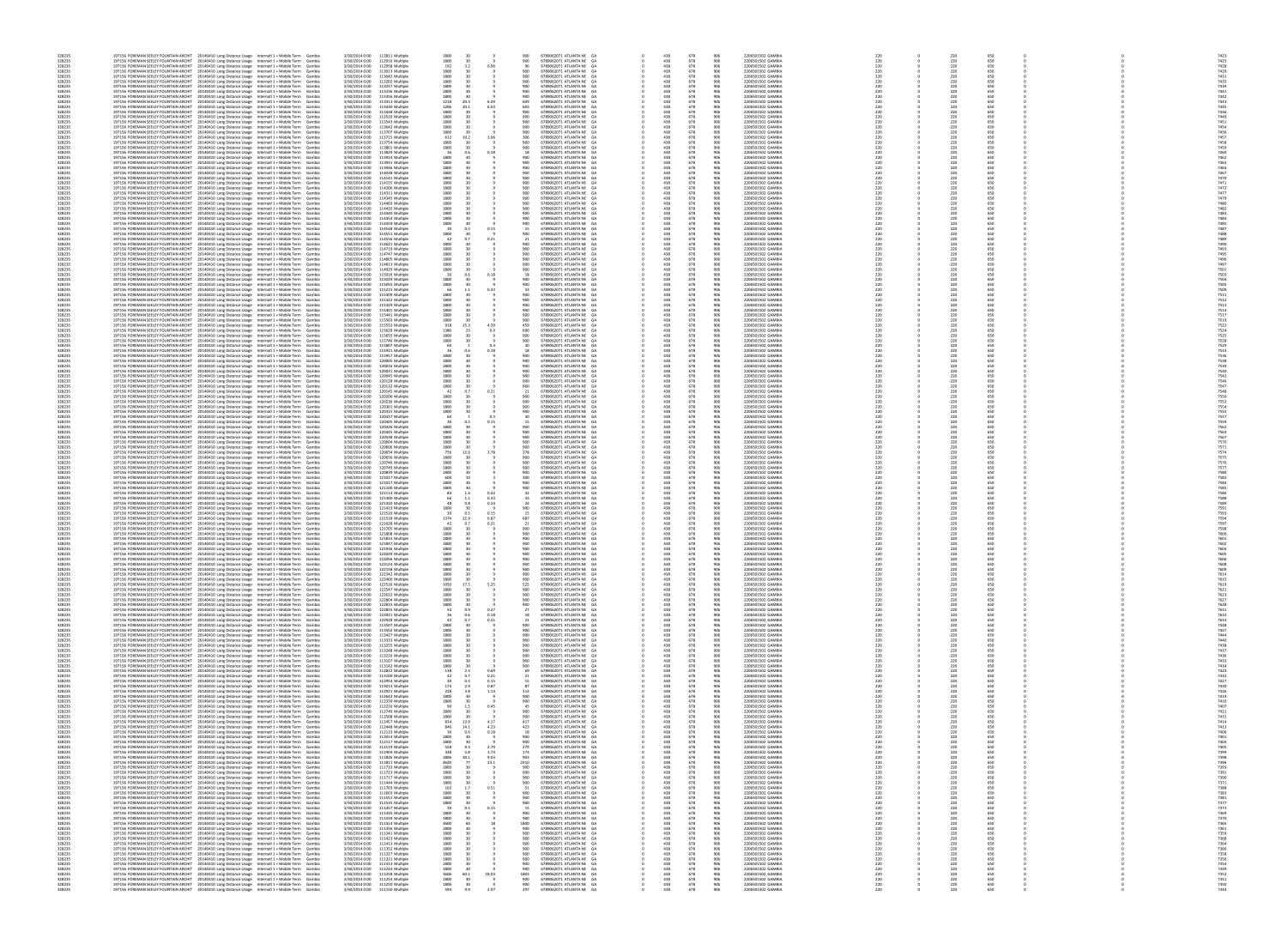
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328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 64046 Multiple 3/30/2014 0:00 64052 Multiple	1500 25 7.5 1848 30.8 9.24	750 6789062071 ATLANTA NE GA 924 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5851 0 5853
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 64132 Multiple 3/30/2014 0:00 64323 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5855 0 5857
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 64341 Multiple	1800 30 9	900 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220	0 220 650	0	0 5859
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 64347 Multiple 3/30/2014 0:00 64416 Multiple	4674 77.9 23.37 1800 30 9	2337 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5861 0 5862
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 64423 Multiple 3/30/2014 0:00 64433 Multiple	5472 91.2 27.36 5298 88.3 26.49	2736 6789062071 ATLANTA NE GA 2649 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5863 0 5864
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 64448 Multiple 3/30/2014 0:00 64450 Multiple	5274 87.9 26.37 4680 78 23.4	2637 6789062071 ATLANTA NE GA 2340 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220	0 220 650 0 220 650	0	0 5867 0 5868
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 64510 Multiple	384 6.4 1.92	192 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220	0 220 650	0	0 5871
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 64533 Multiple 3/30/2014 0:00 64551 Multiple	1800 30 9 5382 89.7 26.91	900 6789062071 ATLANTA NE GA 2691 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220	0 220 650 0 220 650	0	0 5873 0 5874
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 64558 Multiple 3/30/2014 0:00 64608 Multiple	306 5.1 1.53 5136 85.6 25.68	153 6789062071 ATLANTA NE GA 2568 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5876 0 5877
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 64609 Multiple 3/30/2014 0:00 64616 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5878 0 5879
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 64617 Multiple	1800 30 9	900 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220	0 220 650	0	0 5880
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 64620 Multiple 3/30/2014 0:00 64657 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5882 0 5883
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 64740 Multiple 3/30/2014 0:00 64803 Multiple	4722 78.7 23.61 1800 30 9	2361 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5884 0 5885
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 64825 Multiple 3/30/2014 0:00 64828 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5887 0 5888
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 64839 Multiple 3/30/2014 0:00 64840 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220	0 220 650 0 220 650	0	0 5889 0 5890
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 64847 Multiple	1800 30 9	900 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220	0 220 650	0	0 5891
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 65024 Multiple 3/30/2014 0:00 65100 Multiple	384 6.4 1.92 1800 30 9	192 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220	0 220 650 0 220 650	0	0 5895 0 5896
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 65121 Multiple 3/30/2014 0:00 65135 Multiple	1800 30 9 504 8.4 2.52	900 6789062071 ATLANTA NE GA 252 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5898 0 5900
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 65141 Multiple 3/30/2014 0:00 65142 Multiple	1500 25 7.5 1500 25 7.5	750 6789062071 ATLANTA NE GA 750 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5901 0 5902
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 65210 Multiple	1800 30 9	900 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220	0 220 650	0	0 5904
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 65215 Multiple 3/30/2014 0:00 65246 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220	0 220 650 0 220 650	0	0 5905 0 5909
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 65252 Multiple 3/30/2014 0:00 65301 Multiple	1800 30 9 384 6.4 1.92	900 6789062071 ATLANTA NE GA 192 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5910 0 5911
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 65422 Multiple 3/30/2014 0:00 65432 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5914 0 5915
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 65440 Multiple 3/30/2014 0:00 65450 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5916 0 5919
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 65458 Multiple	1818 30.3 9.09	909 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220	0 220 650	0	0 5920
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 65459 Multiple 3/30/2014 0:00 65614 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5921 0 5927
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 65624 Multiple 3/30/2014 0:00 65627 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5930 0 5931
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 65631 Multiple 3/30/2014 0:00 65634 Multiple	1800 30 9 384 6.4 1.92	900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5932 0 5933
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 65636 Multiple	1800 30 9	900 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220	0 220 650	0	0 5934
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 65813 Multiple 3/30/2014 0:00 65824 Multiple	1800 30 9 48 0.8 0.24	900 6789062071 ATLANTA NE GA 24 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5937 0 5938
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 65834 Multiple 3/30/2014 0:00 65837 Multiple	1800 30 9 384 6.4 1.92	900 6789062071 ATLANTA NE GA 192 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5941 0 5942
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 65848 Multiple 3/30/2014 0:00 65957 Multiple	1806 30.1 9.03 36 0.6 0.18	903 6789062071 ATLANTA NE GA 18 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5946 0 5947
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 70018 Multiple 3/30/2014 0:00 70024 Multiple	1500 25 7.5 1800 30 9	750 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220	0 220 650 0 220 650	0	0 5950 0 5952
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 70026 Multiple	384 6.4 1.92	192 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220	0 220 650	0	0 5953
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 70056 Multiple 3/30/2014 0:00 70116 Multiple	48 0.8 0.24 1788 29.8 8.94	24 6789062071 ATLANTA NE GA 894 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5955 0 5957
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 70256 Multiple 3/30/2014 0:00 70318 Multiple	60 1 0.3 1800 30 9	30 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5960 0 5963
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 70354 Multiple 3/30/2014 0:00 70444 Multiple	30 0.5 0.15 1878 31.3 9.39	15 6789062071 ATLANTA NE GA 939 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5967 0 5969
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 70448 Multiple 3/30/2014 0:00 70501 Multiple	1500 25 7.5	750 6789062071 ATLANTA NE GA 750 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220	0 220 650	0	0 5970 0 5972
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 70510 Multiple	1800 30 9	900 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220 220	0 220 650	0	0 5973
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 70539 Multiple 3/30/2014 0:00 70542 Multiple	1806 30.1 9.03 1500 25 7.5	903 6789062071 ATLANTA NE GA 750 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5975 0 5976
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 70555 Multiple 3/30/2014 0:00 70907 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5977 0 5980
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 70958 Multiple 3/30/2014 0:00 71006 Multiple	144 2.4 0.72 144 2.4 0.72	72 6789062071 ATLANTA NE GA 72 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5981 0 5984
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 71009 Multiple	1824 30.4 9.12	912 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220	0 220 650	0	0 5985
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat I 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat I 1 + Mobile Term Gambia	3/30/2014 0:00 71013 Multiple 3/30/2014 0:00 71035 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5986 0 5990
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 71105 Multiple 3/30/2014 0:00 71449 Multiple	768 12.8 3.84 48 0.8 0.24	384 6789062071 ATLANTA NE GA 24 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5991 0 5995
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 71553 Multiple 3/30/2014 0:00 71620 Multiple	1122 18.7 5.61 840 14 4.2	561 6789062071 ATLANTA NE GA 420 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 5996 0 5997
328235 328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 71722 Multiple 3/30/2014 0:00 71738 Multiple	1800 30 9 1878 31.3 9.39	900 6789062071 ATLANTA NE GA 939 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA 2206501503 GAMBIA	220	0 220 650 0 220 650	0	0 6001
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 71744 Multiple	372 6.2 1.86	186 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA	220	0 220 650	0	0 6007
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 71747 Multiple 3/30/2014 0:00 71814 Multiple	1800 30 9 30 0.5 0.15	900 6789062071 ATLANTA NE GA 15 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6008 0 6012
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 71817 Multiple 3/30/2014 0:00 71825 Multiple	1860 31 9.3 1500 25 7.5	930 6789062071 ATLANTA NE GA 750 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6013 0 6014
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 71839 Multiple 3/30/2014 0:00 71848 Multiple	318 5.3 1.59 30 0.5 0.15	159 6789062071 ATLANTA NE GA 15 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6019 0 6021
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 71850 Multiple	1806 30.1 9.03	903 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220	0 220 650	0	0 6022
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 71914 Multiple	5034 83.9 25.17	2517 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6024 0 6026
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 71919 Multiple 3/30/2014 0:00 71922 Multiple	1800 30 9 5004 83.4 25.02	900 6789062071 ATLANTA NE GA 2502 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6027 0 6028
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 71940 Multiple 3/30/2014 0:00 71955 Multiple	5004 83.4 25.02 4782 79.7 23.91	2502 6789062071 ATLANTA NE GA 2391 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6029 0 6031
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 71957 Multiple 3/30/2014 0:00 72016 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6032 0 6035
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328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 72038 Multiple 3/30/2014 0:00 72043 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6046 0 6047
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 72104 Multiple 3/30/2014 0:00 72112 Multiple	1500 25 7.5 1800 30 9	750 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6050 0 6052
328235 328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 72112 Multiple 3/30/2014 0:00 72142 Multiple 3/30/2014 0:00 72155 Multiple	384 6.4 1.92 384 6.4 1.92	192 6789062071 ATLANTA NE GA 192 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA 2206501503 GAMBIA	220	0 220 650 0 220 650 0 220 650	0	0 6061 0 6062
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328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 72344 Multiple 3/30/2014 0:00 72411 Multiple	42 0.7 0.21 1500 25 7.5	21 6789062071 ATLANTA NE GA 750 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6086 0 6087
328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 72421 Multiple 3/30/2014 0:00 72426 Multiple	1800 30 9 1800 30 9	900 6789062071 ATLANTA NE GA 900 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6089 0 6091
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328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 72451 Multiple 3/30/2014 0:00 72456 Multiple	1500 25 7.5	750 6789062071 ATLANTA NE GA	0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA	220 220	0 220 650 0 220 650	0	0 6098
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328235 328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia 197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat 1 + Mobile Term Gambia	3/30/2014 0:00 72646 Multiple 3/30/2014 0:00 72652 Multiple	36 0.6 0.18 384 6.4 1.92	18 6789062071 ATLANTA NE GA 192 6789062071 ATLANTA NE GA	0 438 678 906 0 438 678 906	2206501503 GAMBIA 2206501503 GAMBIA 2206501503 GAMBIA	220 220 220	0 220 650 0 220 650	0	0 6108 0 6110
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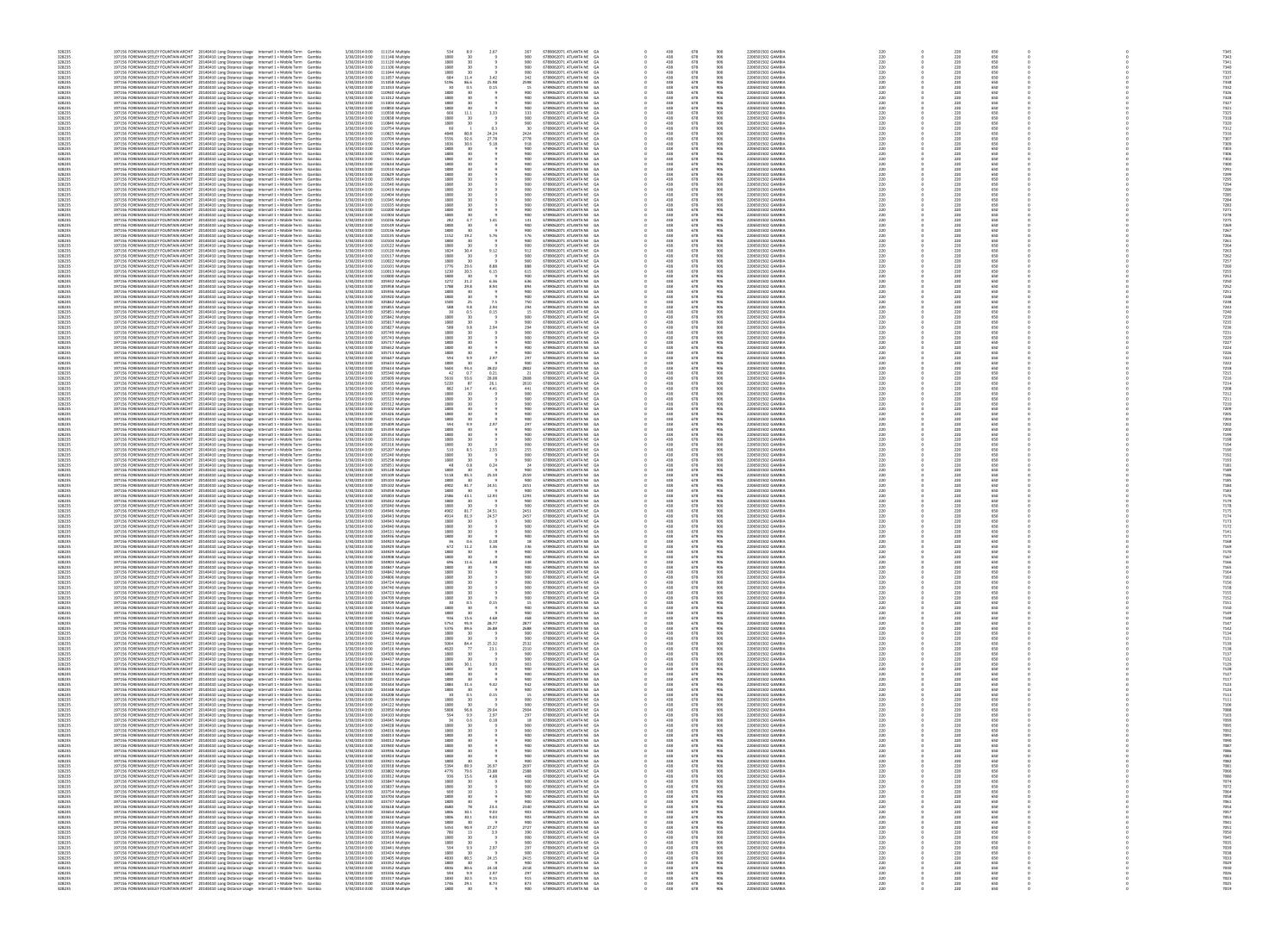


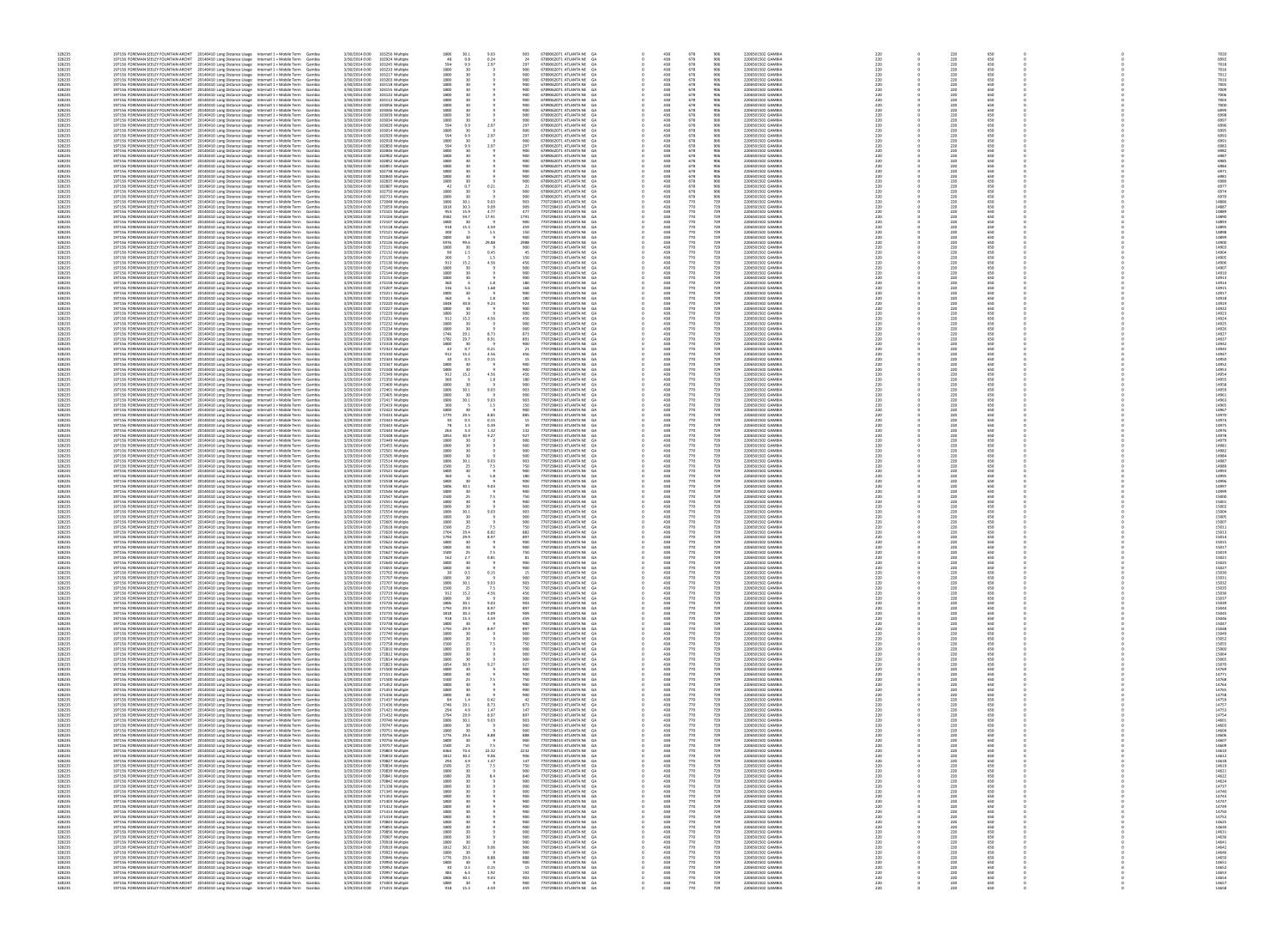


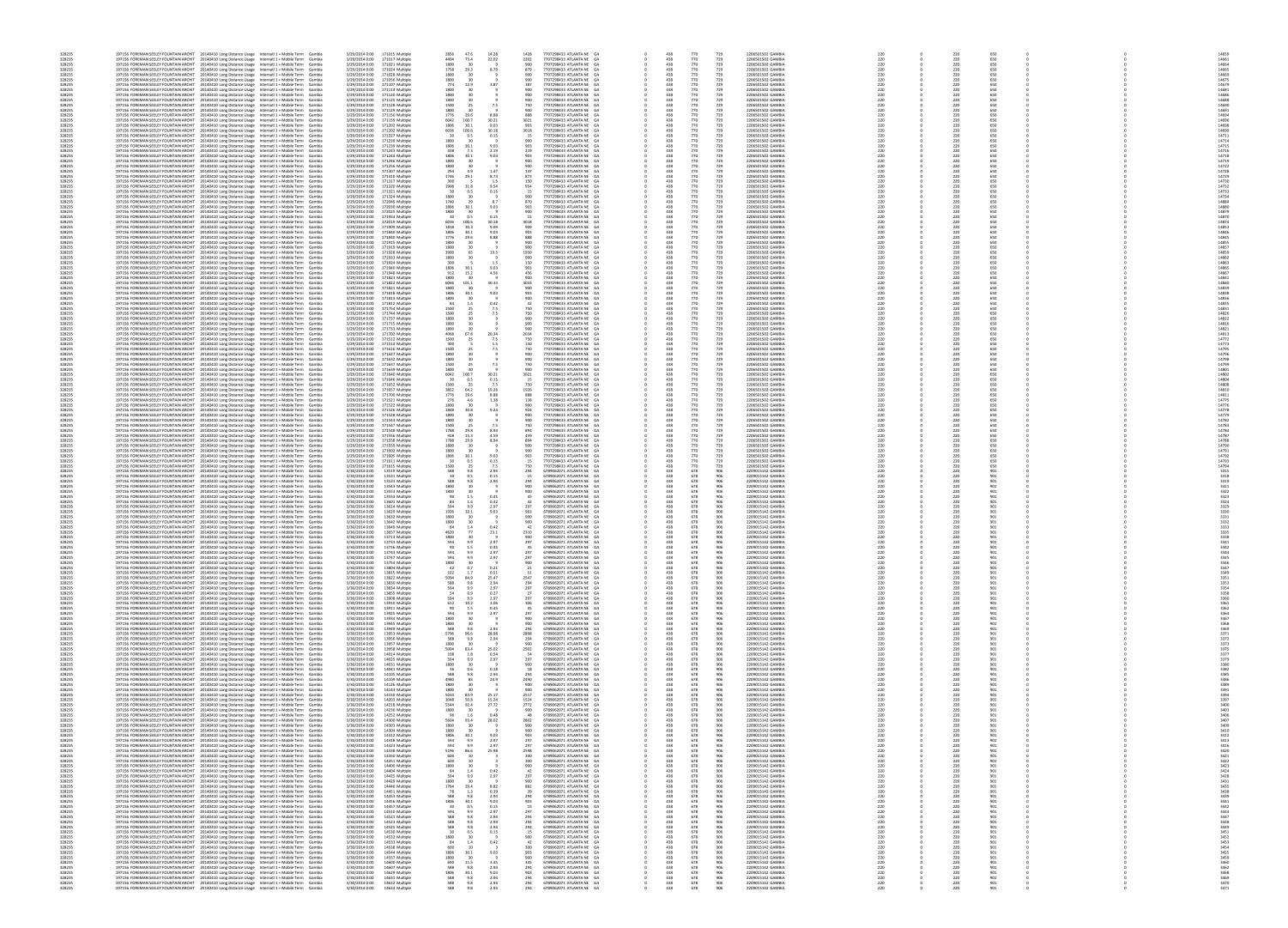


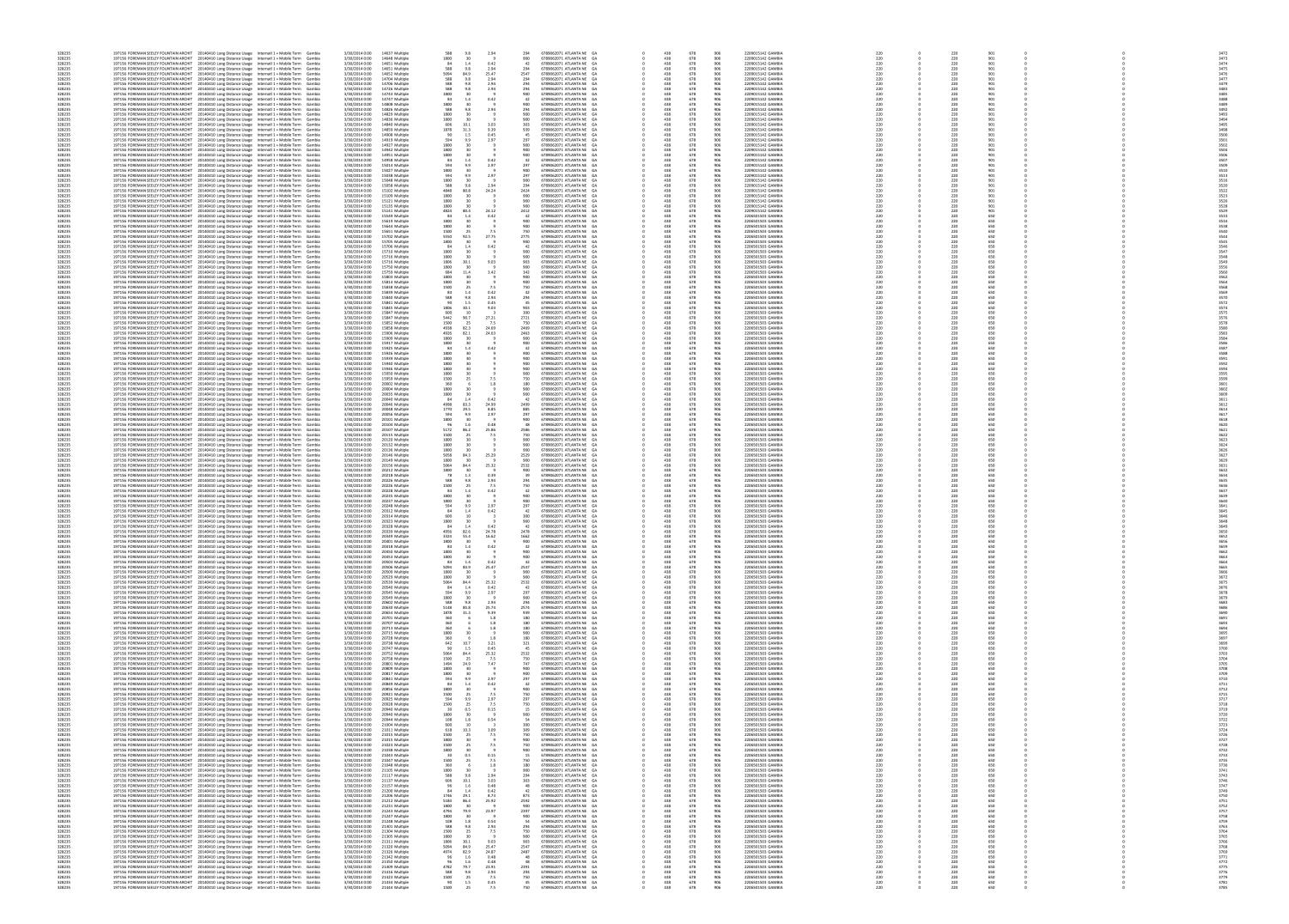


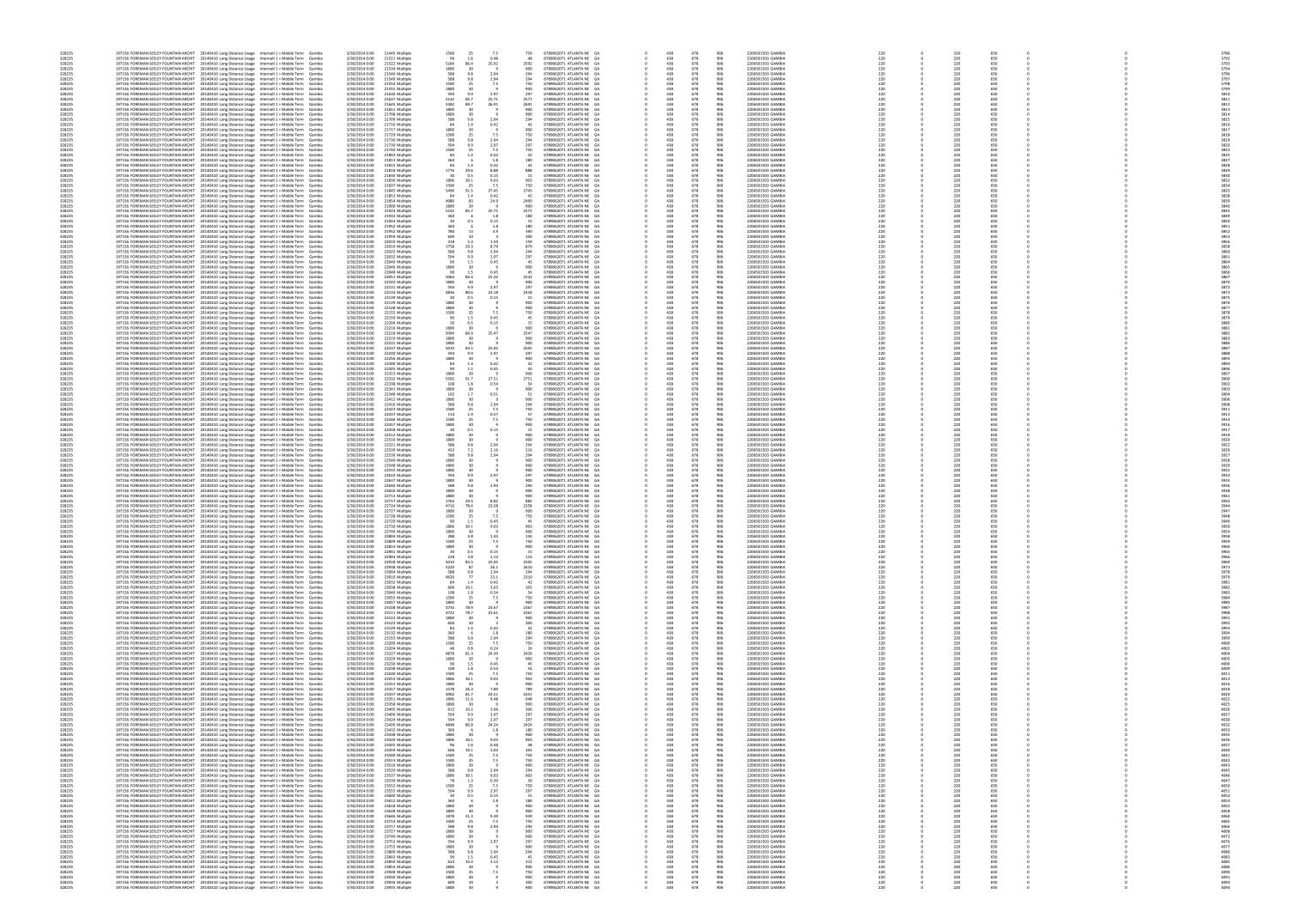


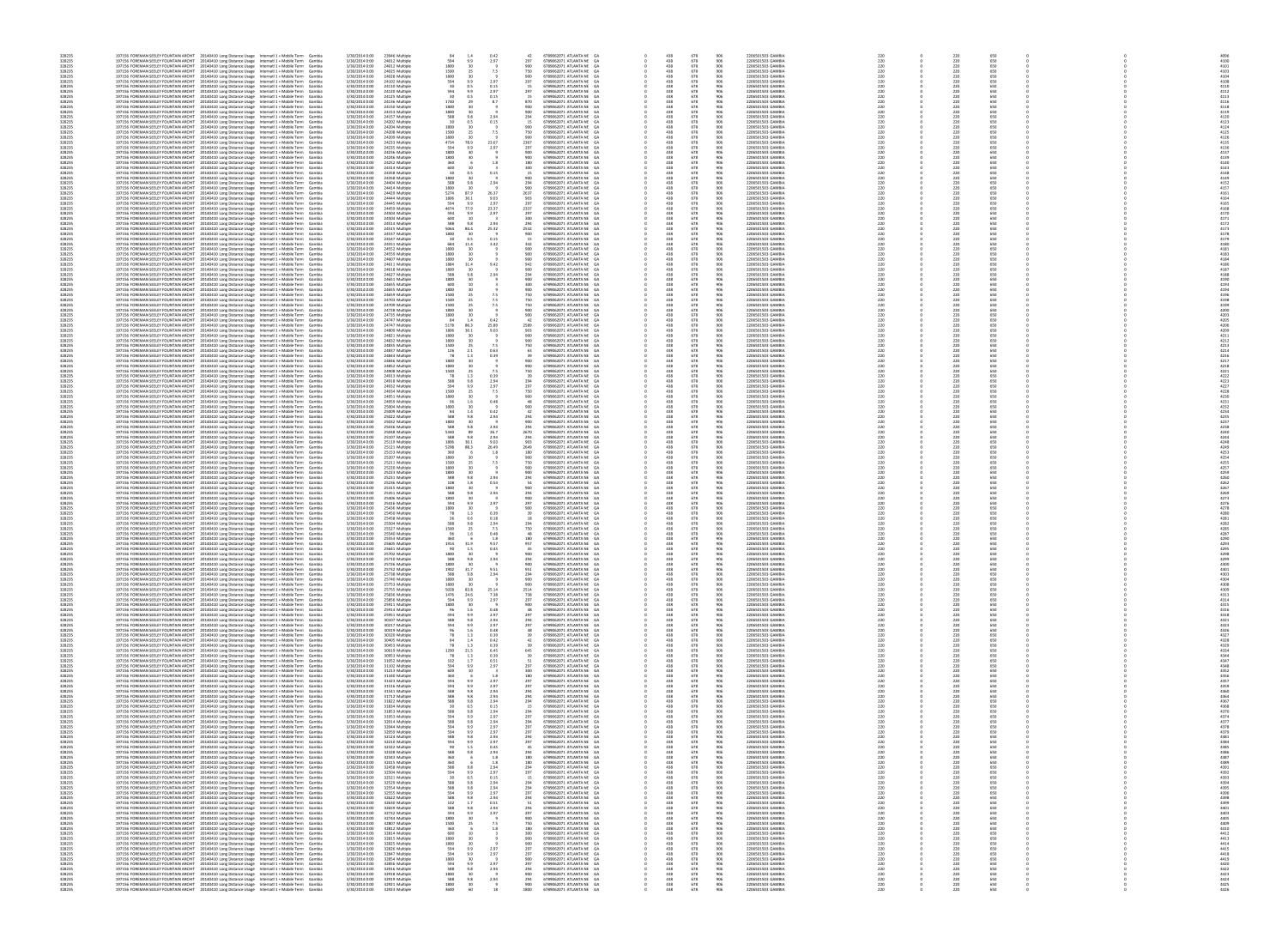


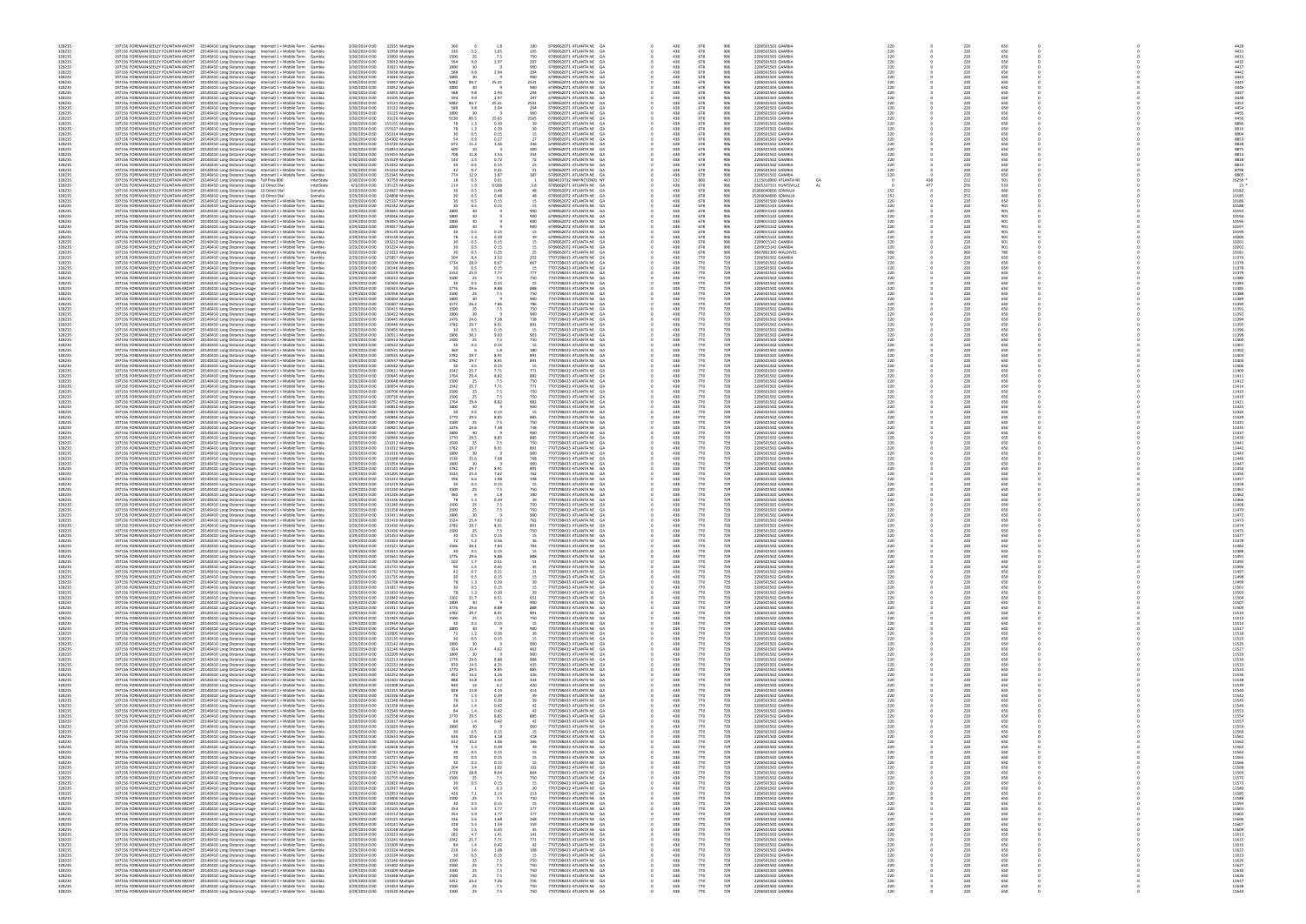


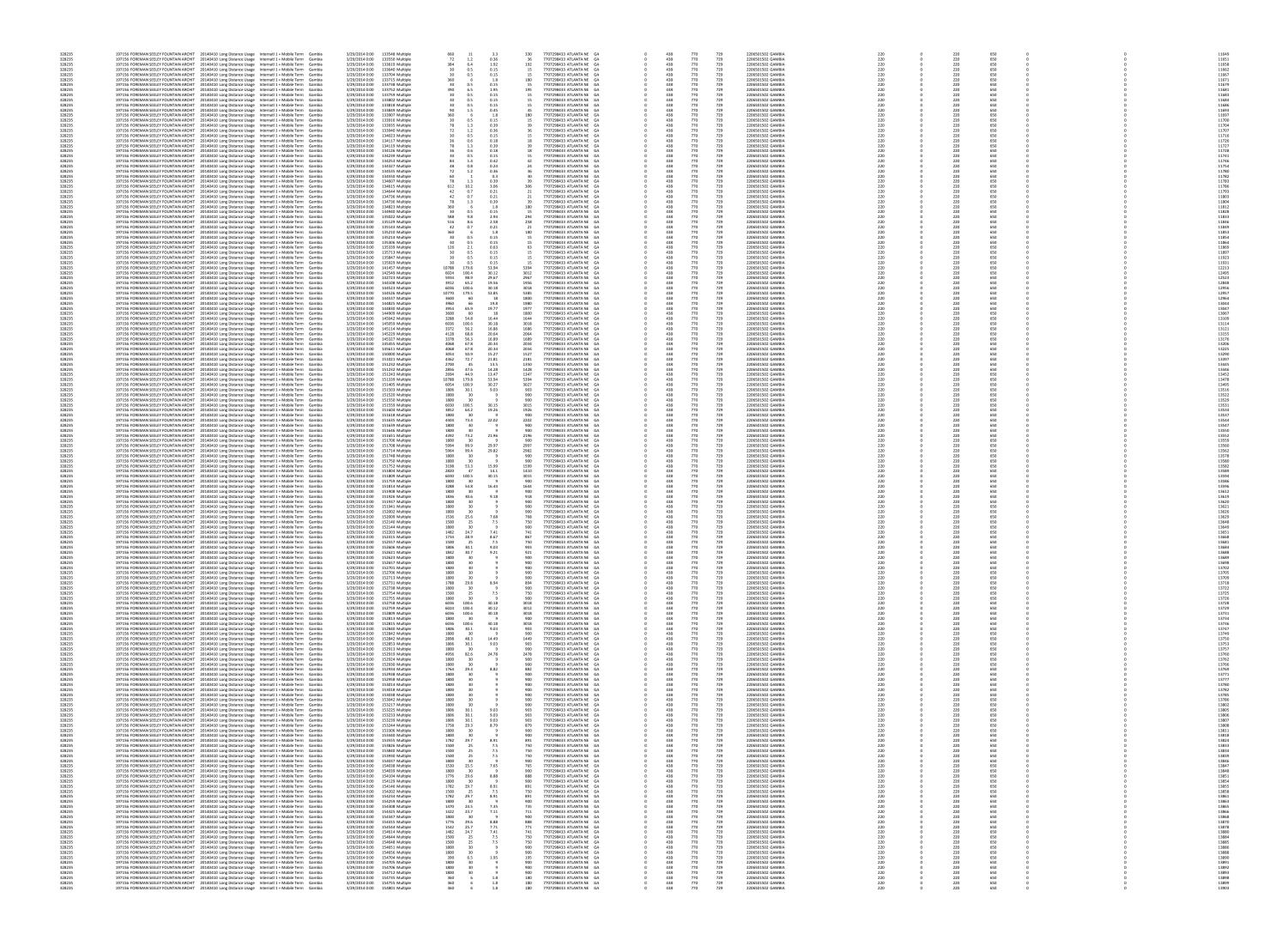


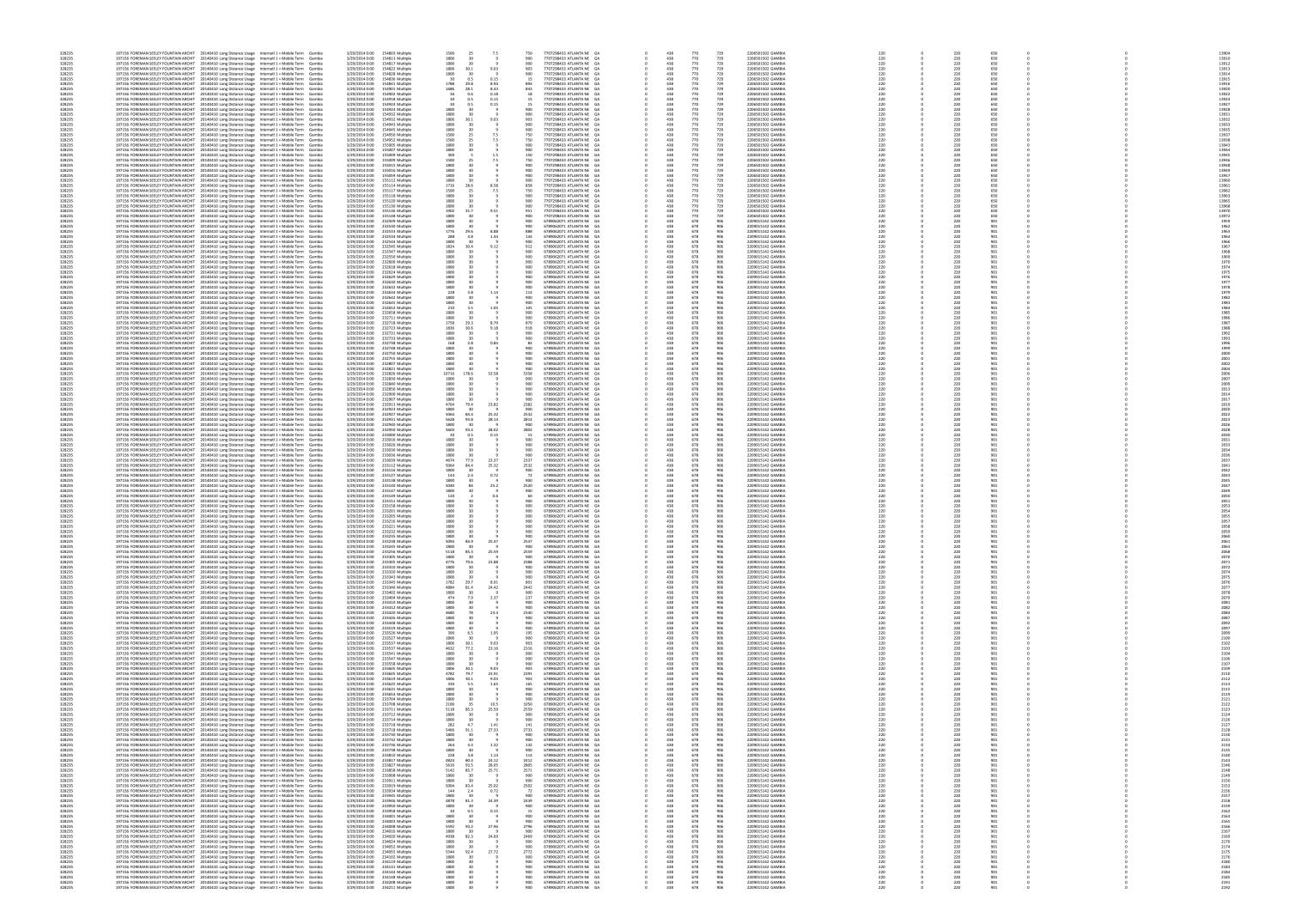


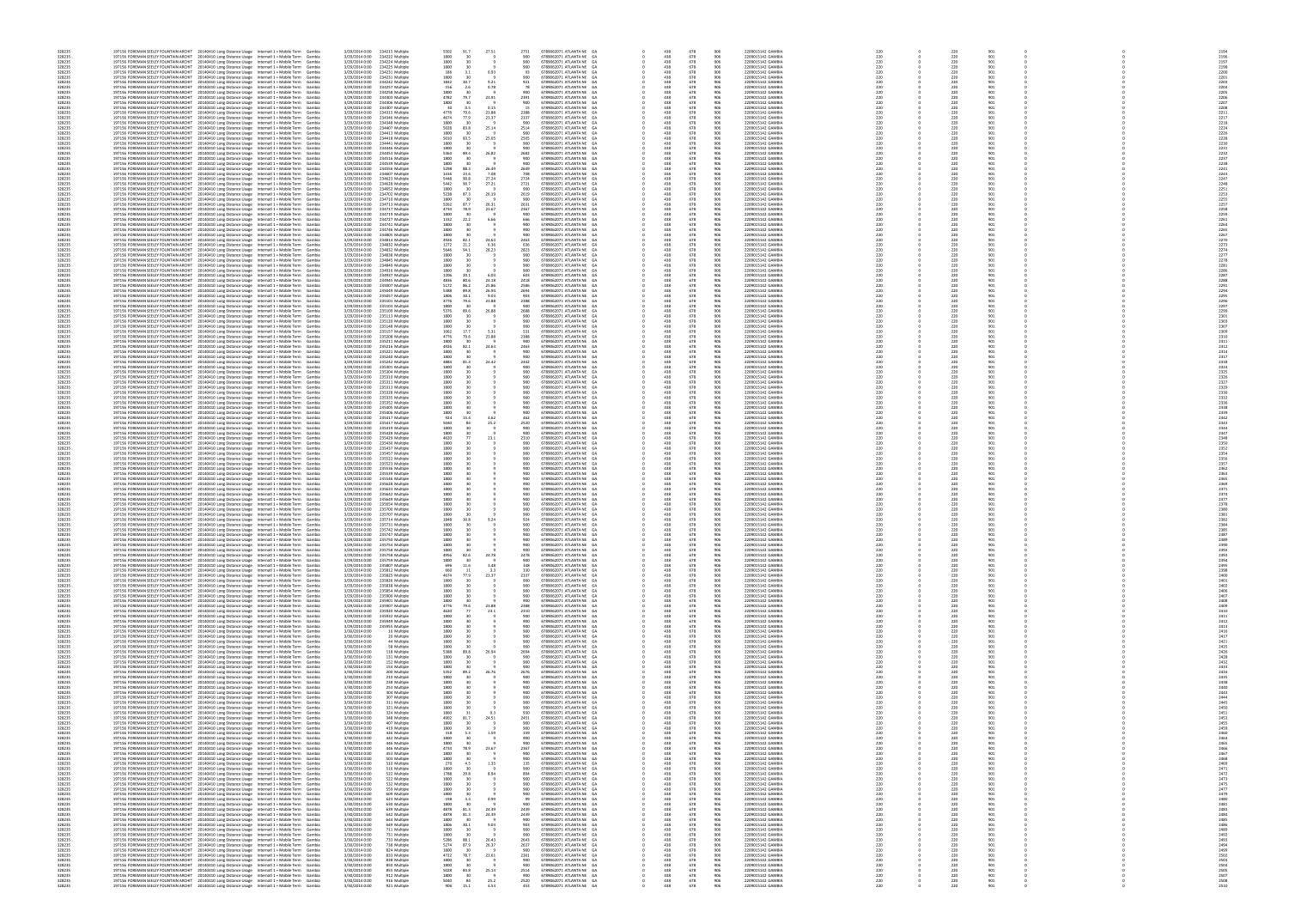


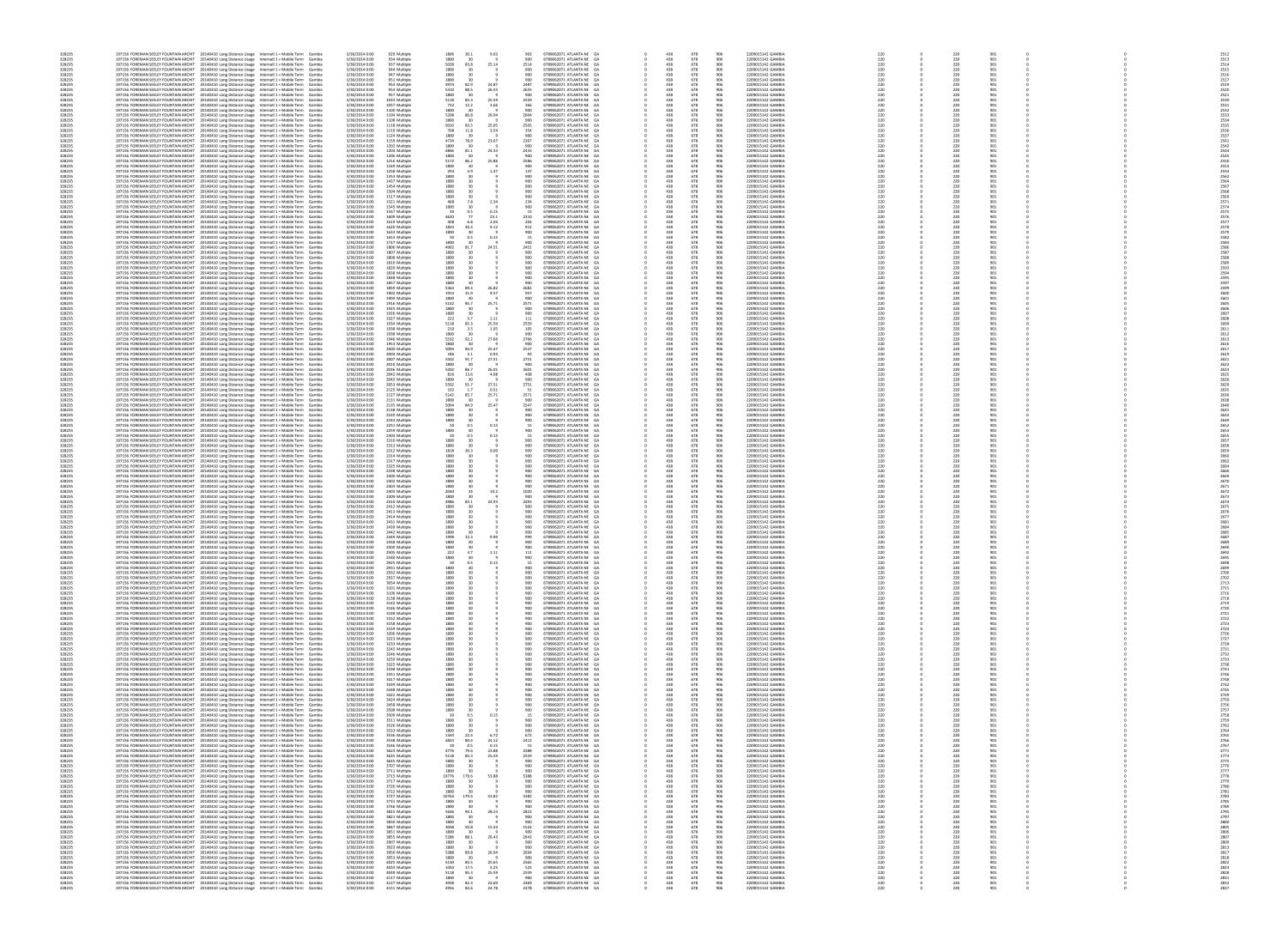


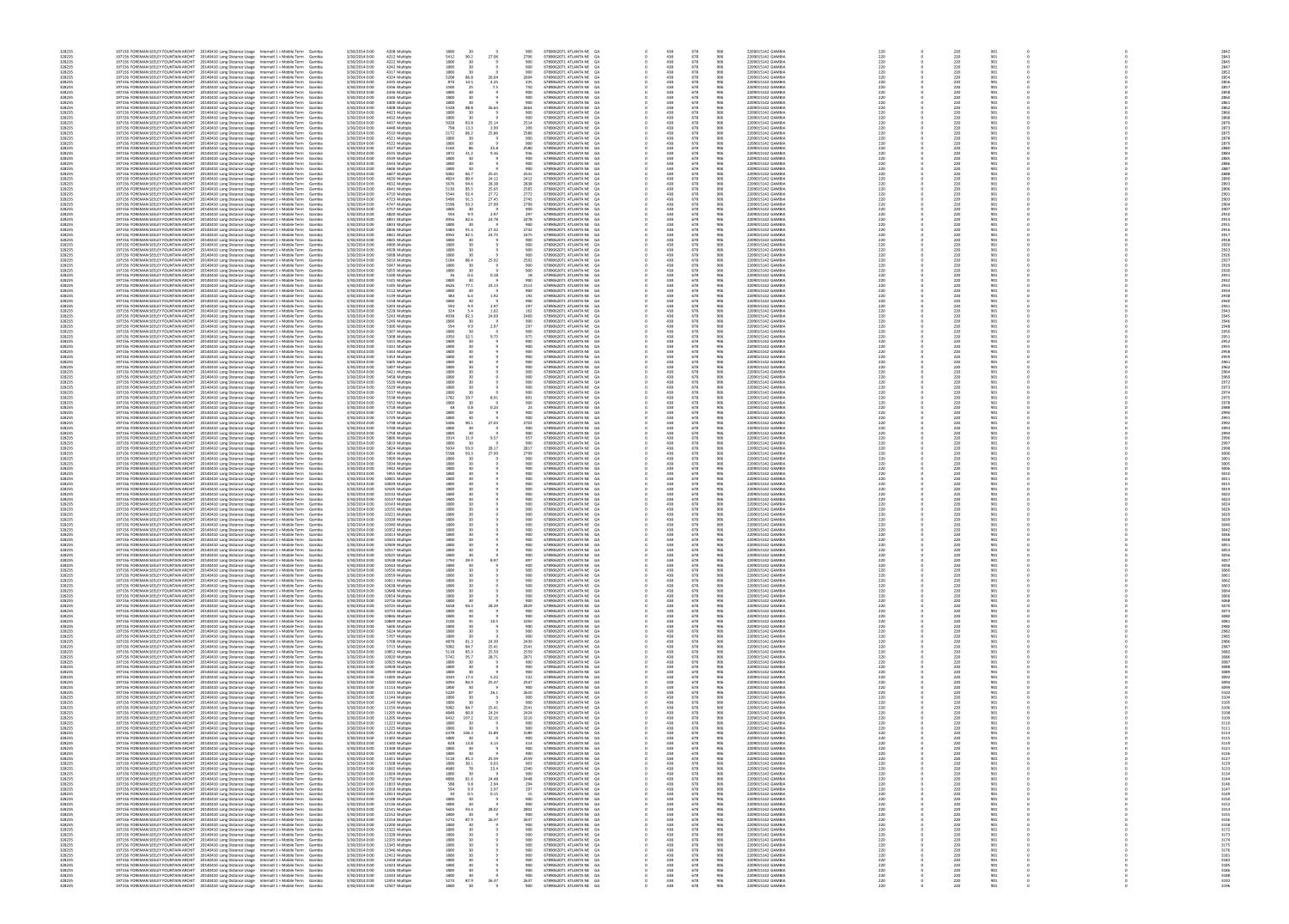


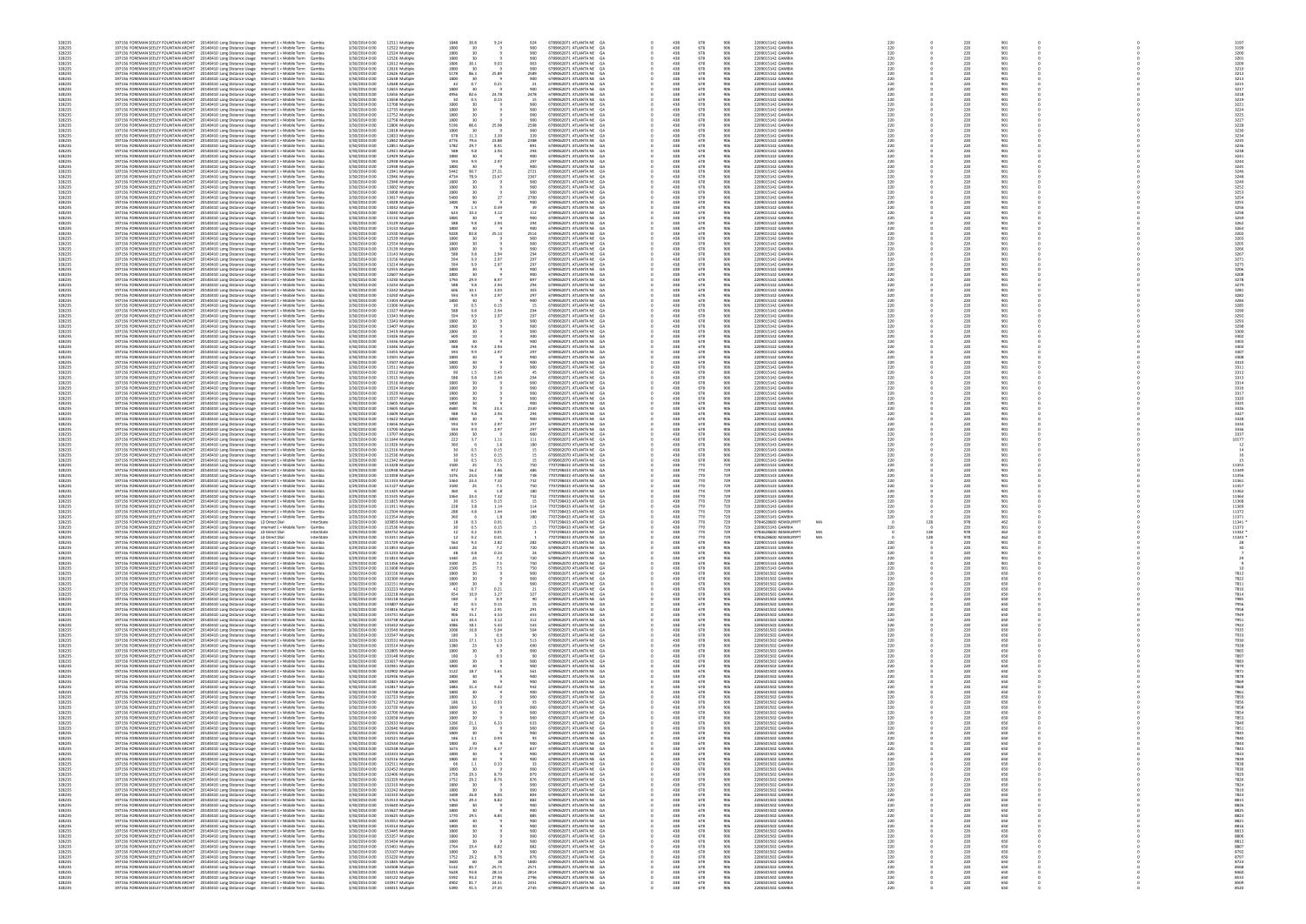


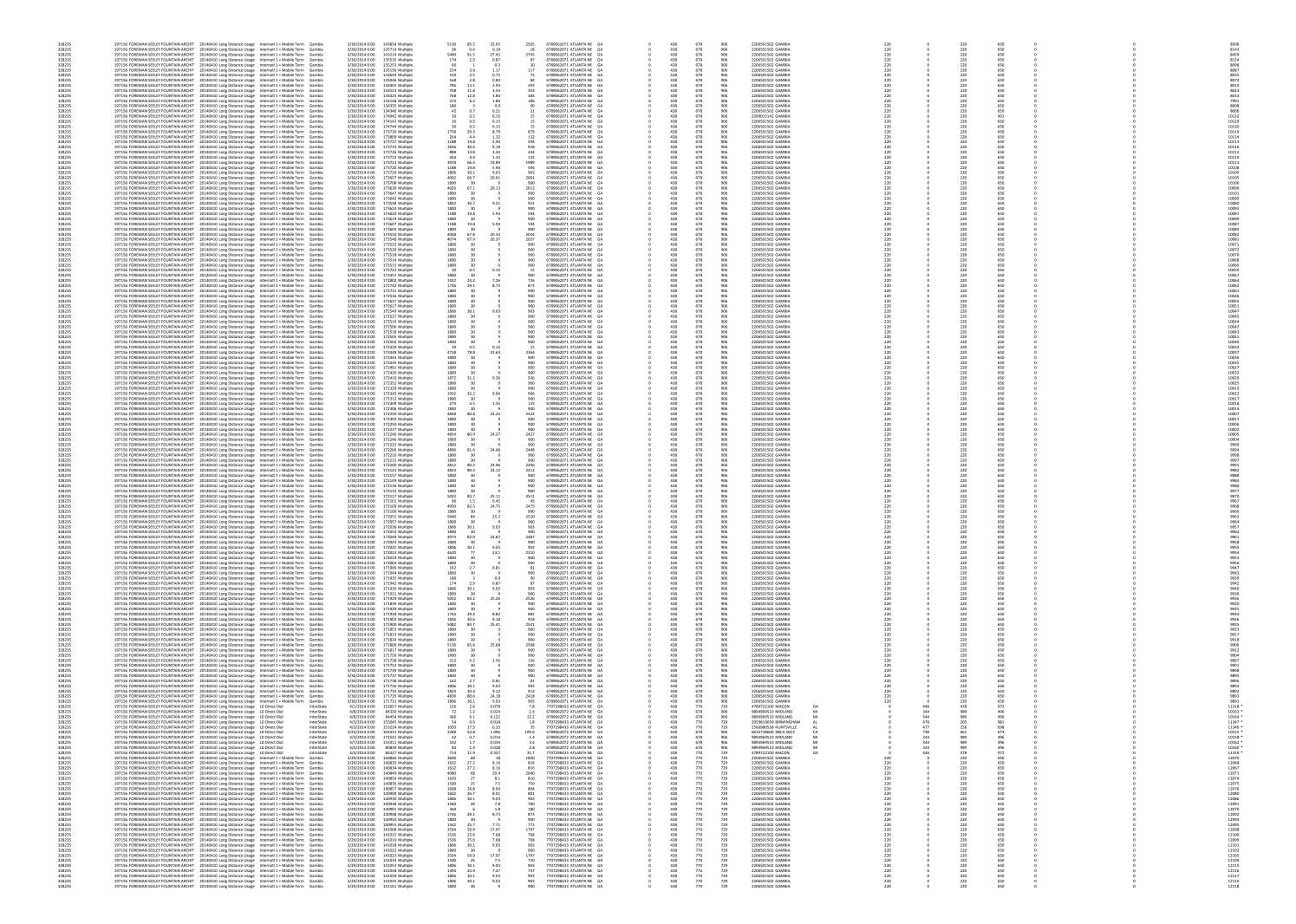


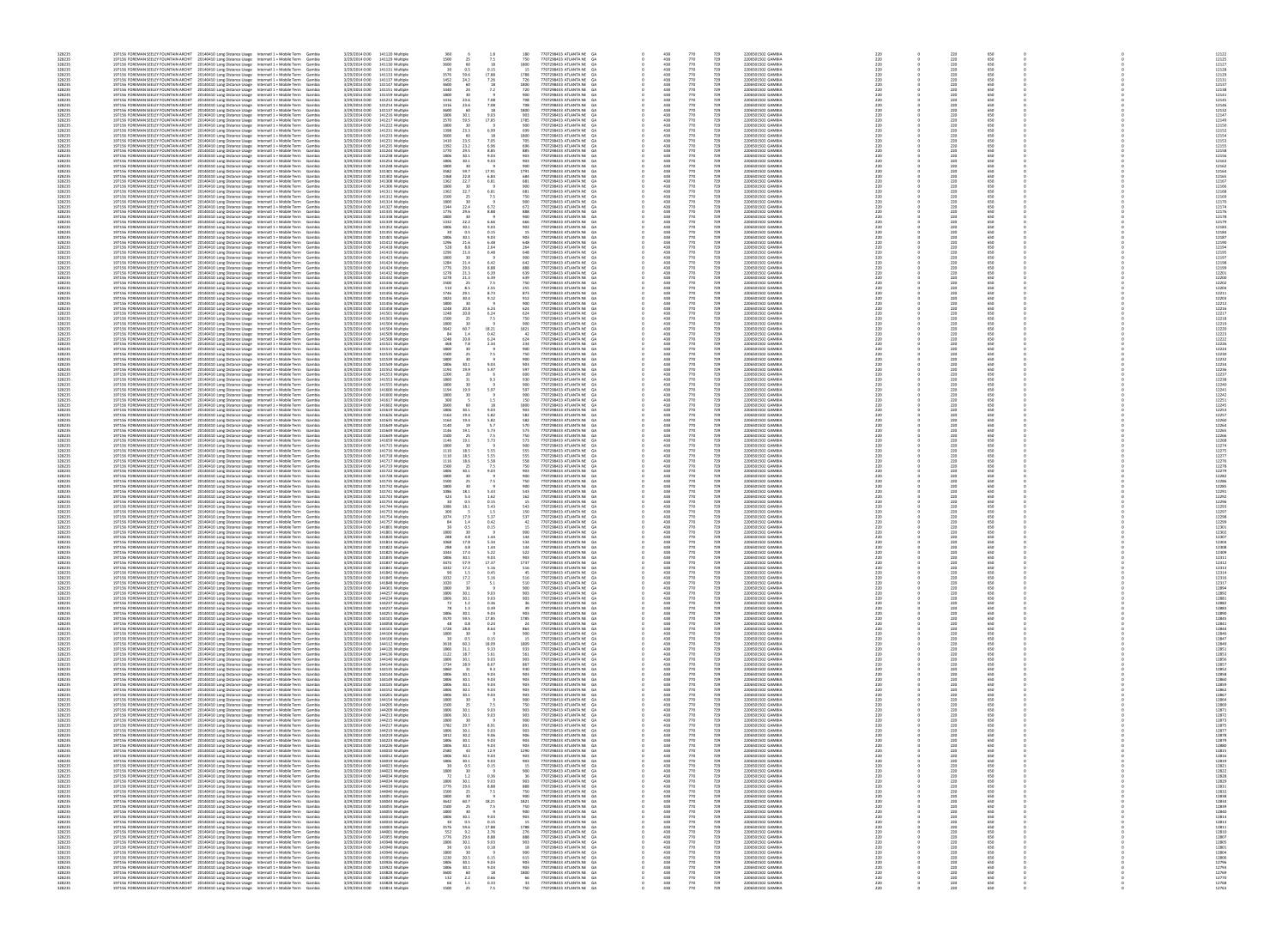


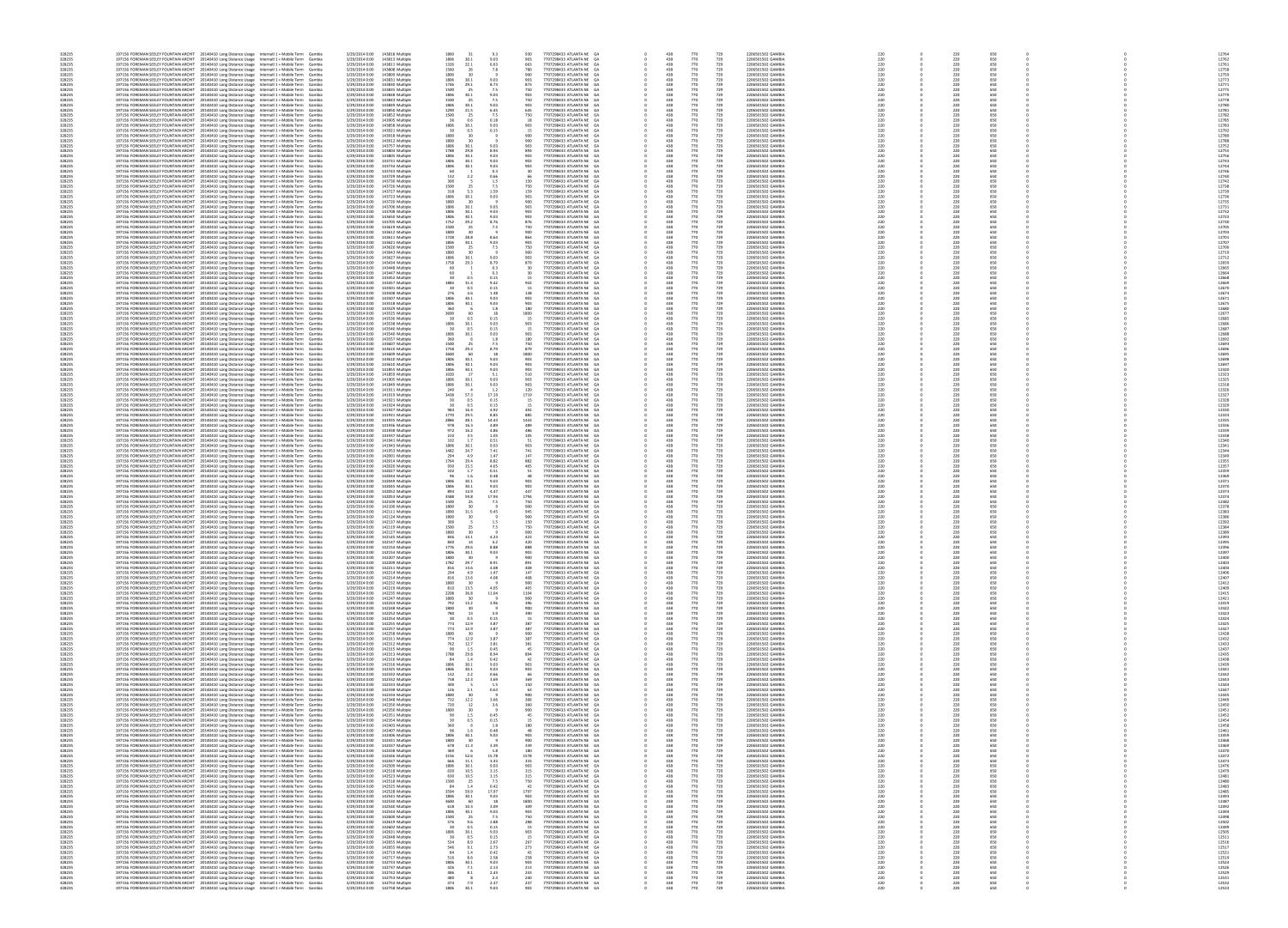


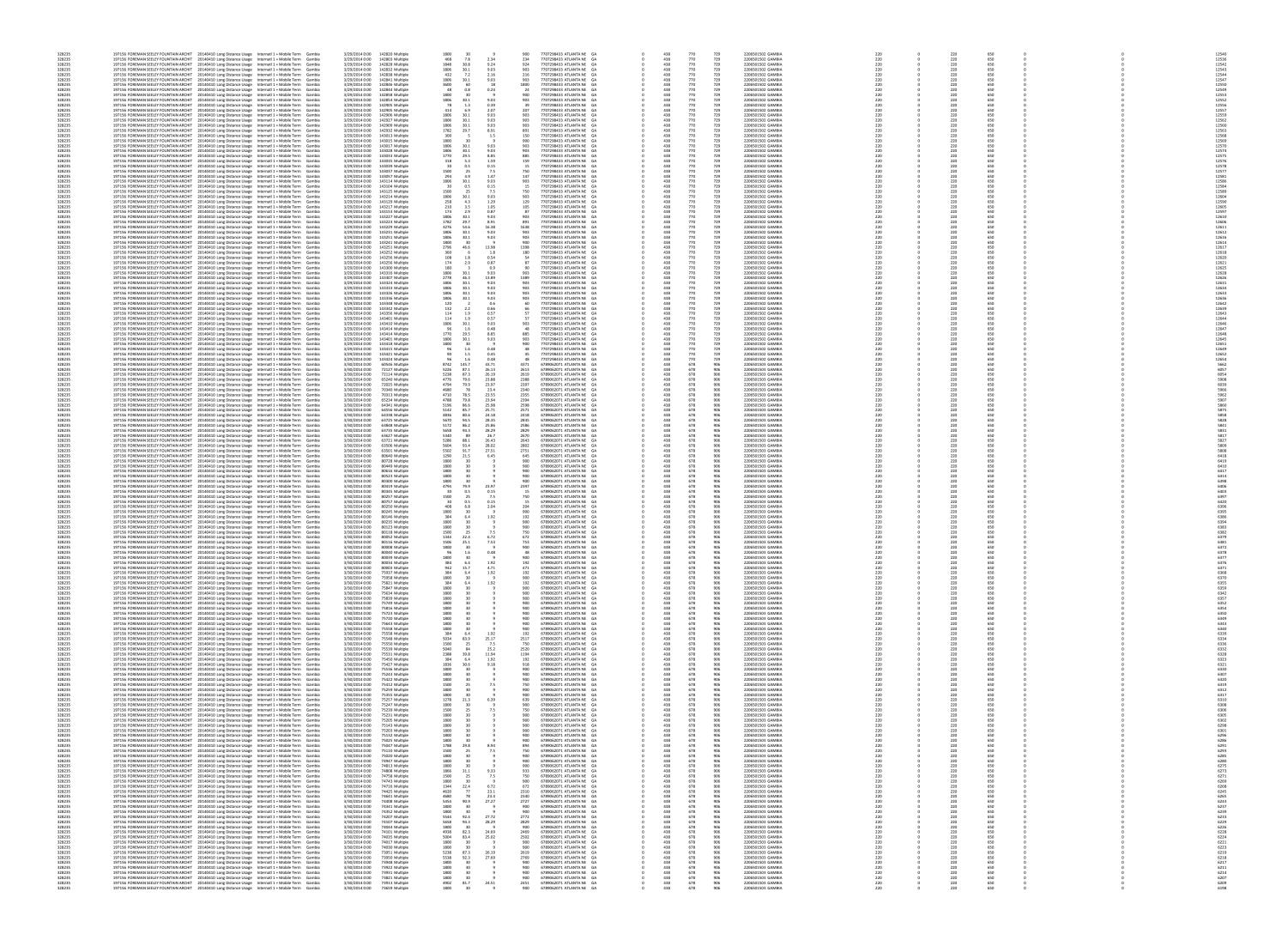


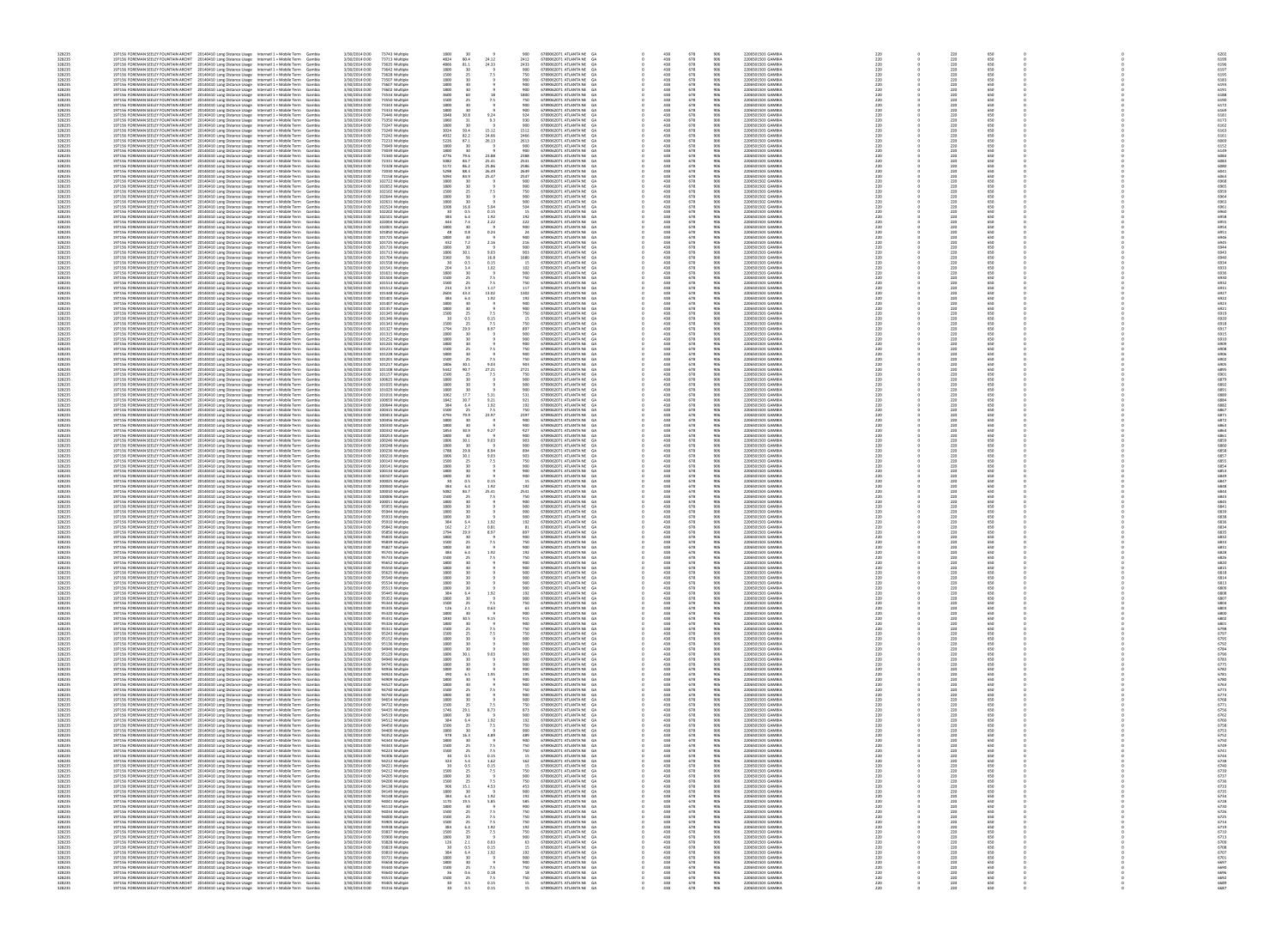


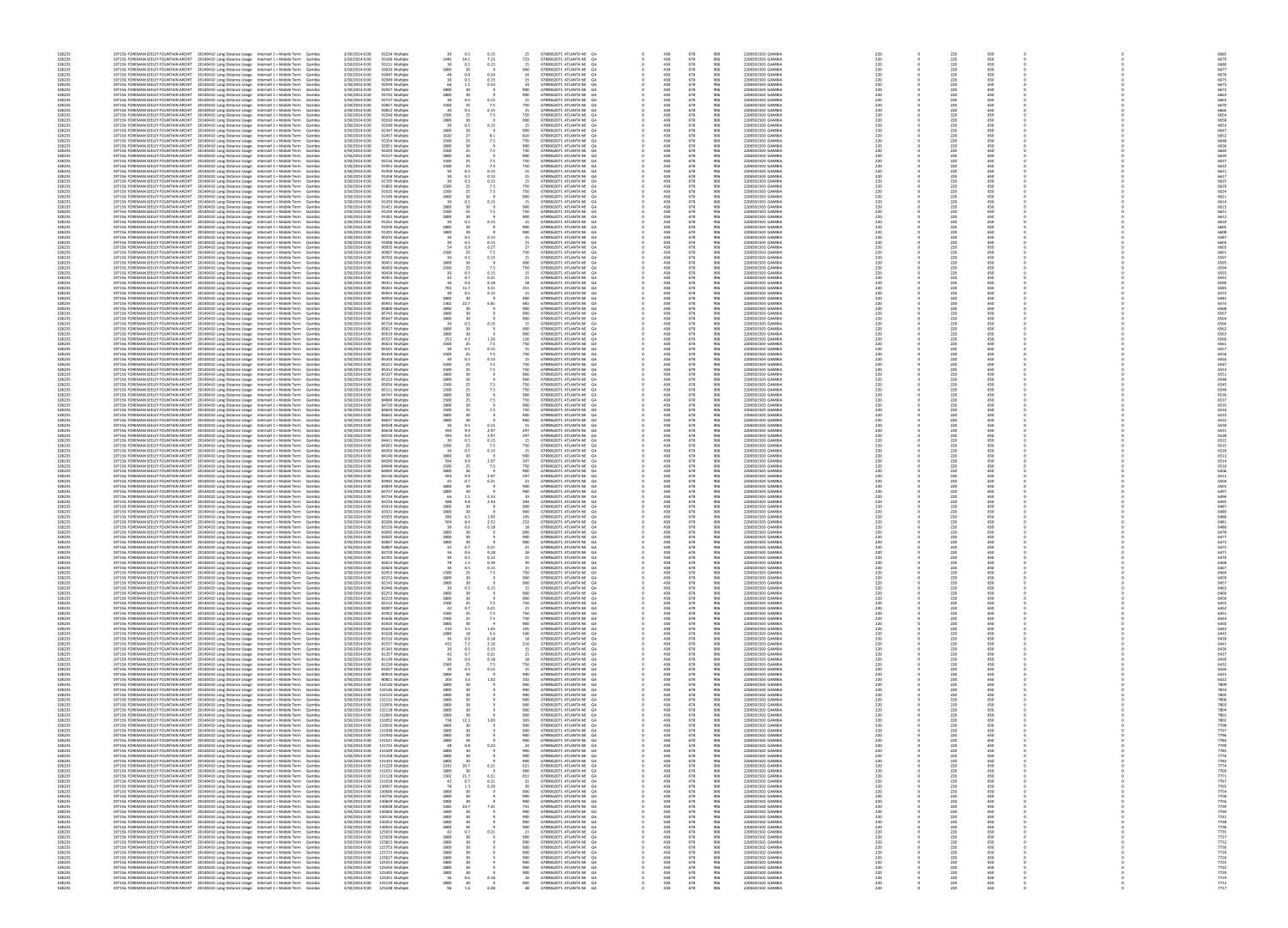


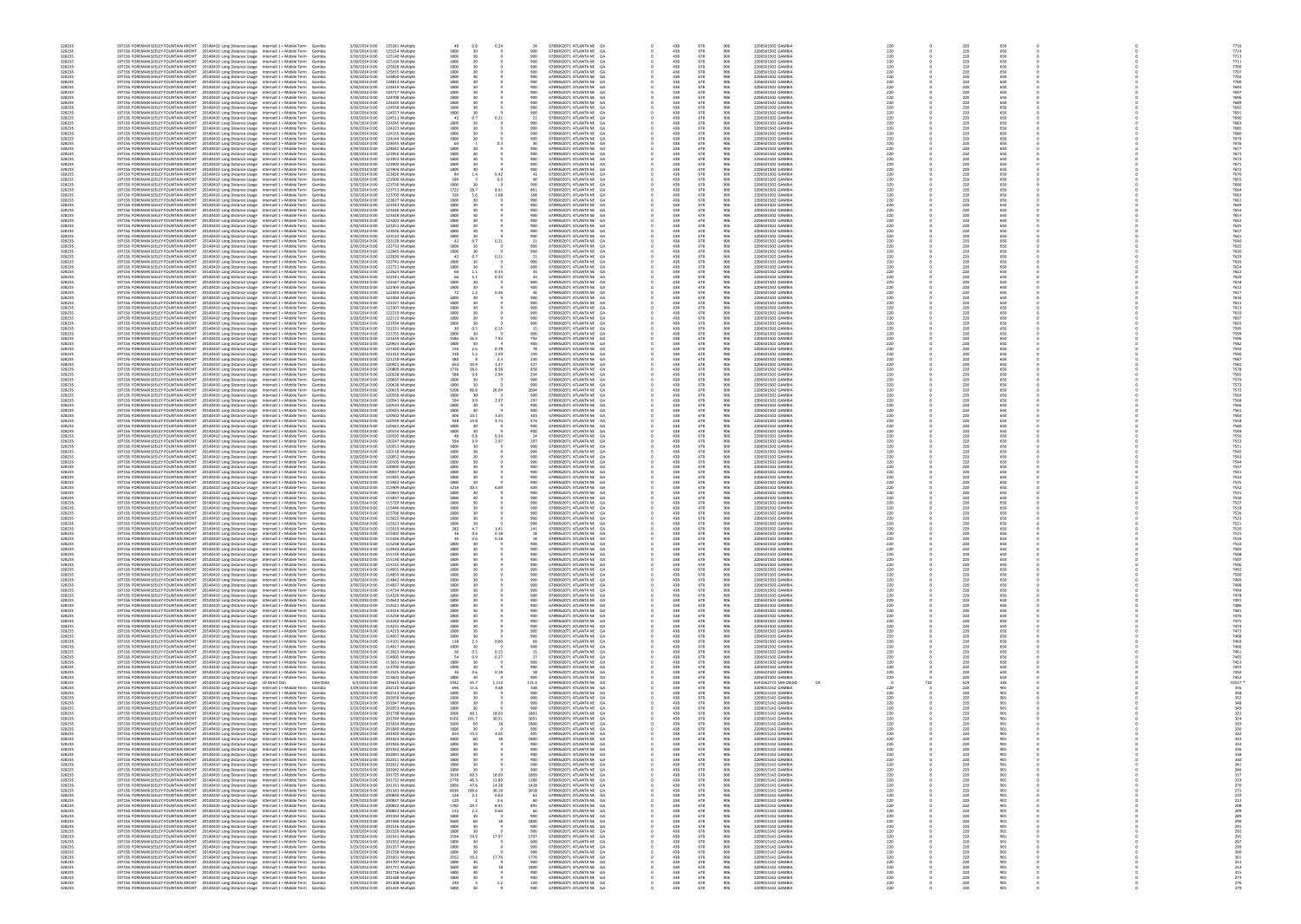


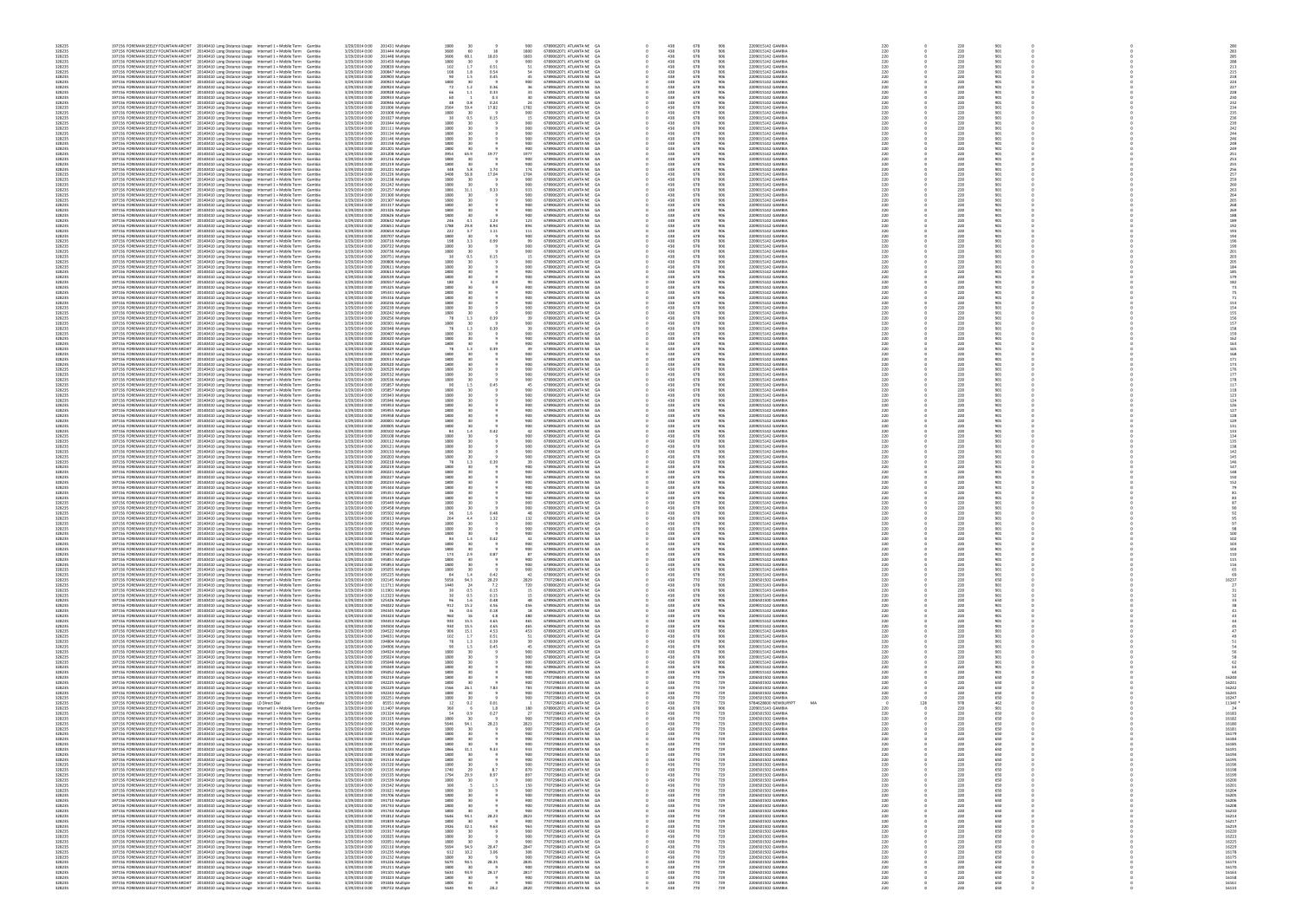


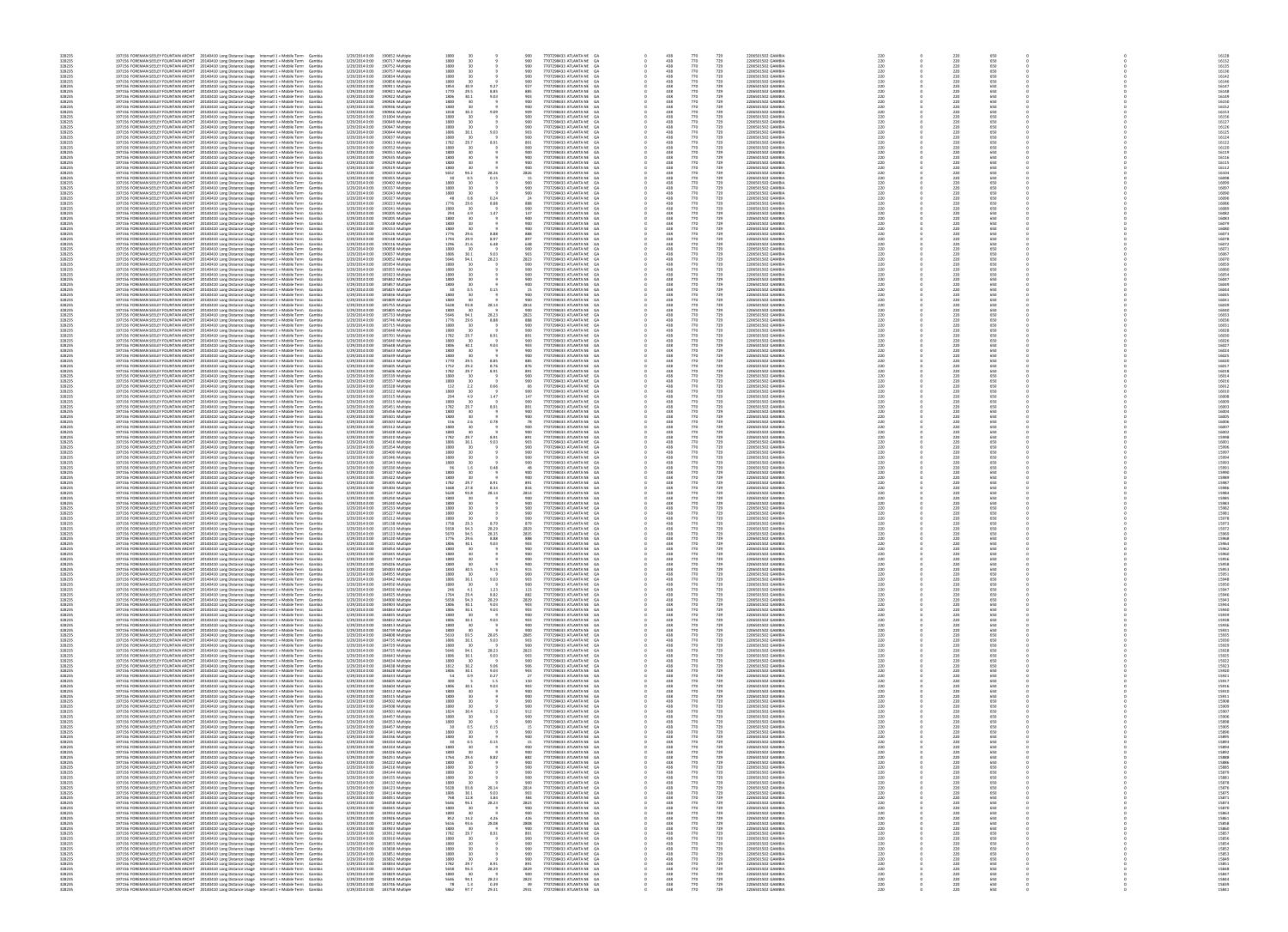


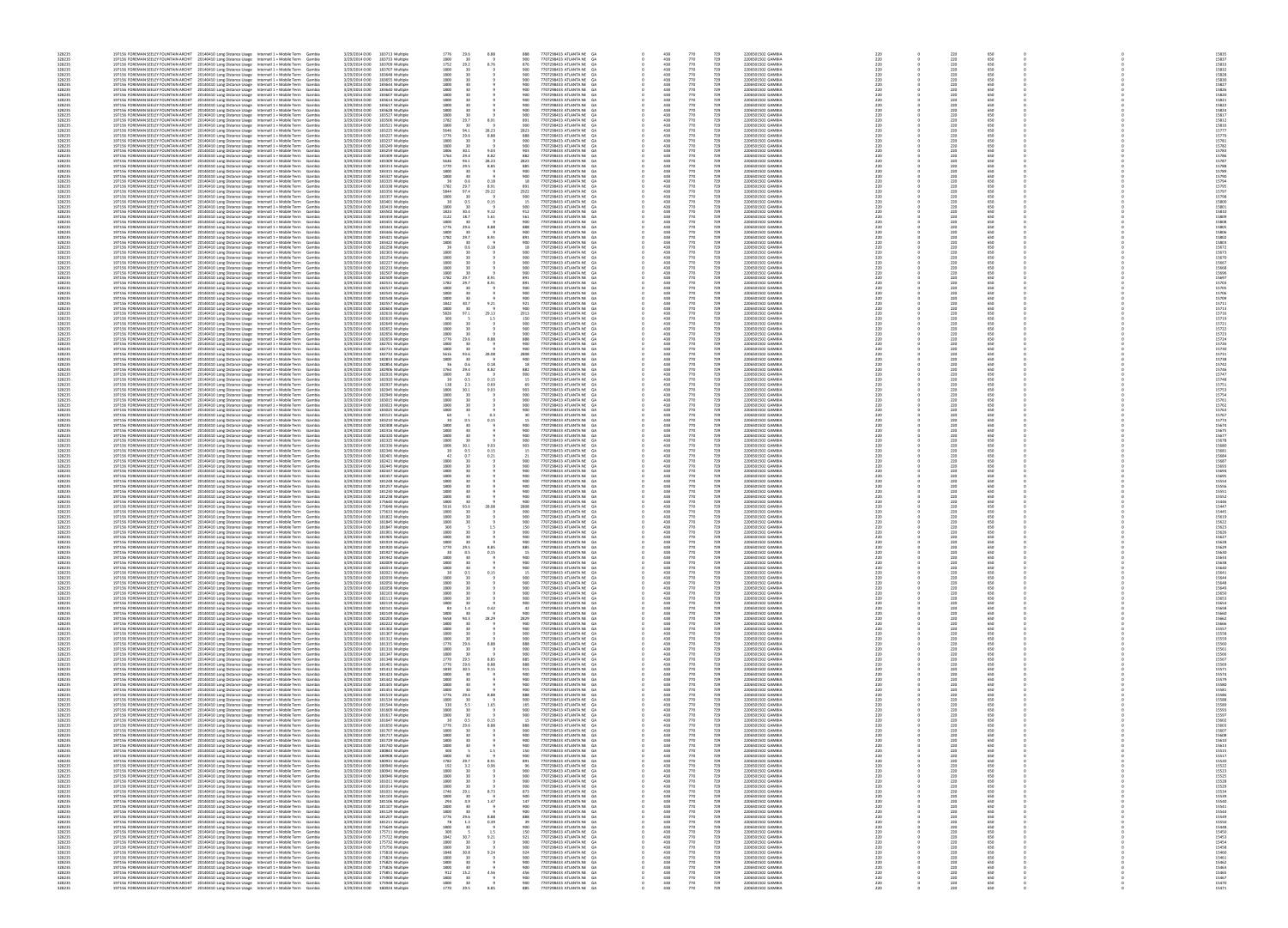


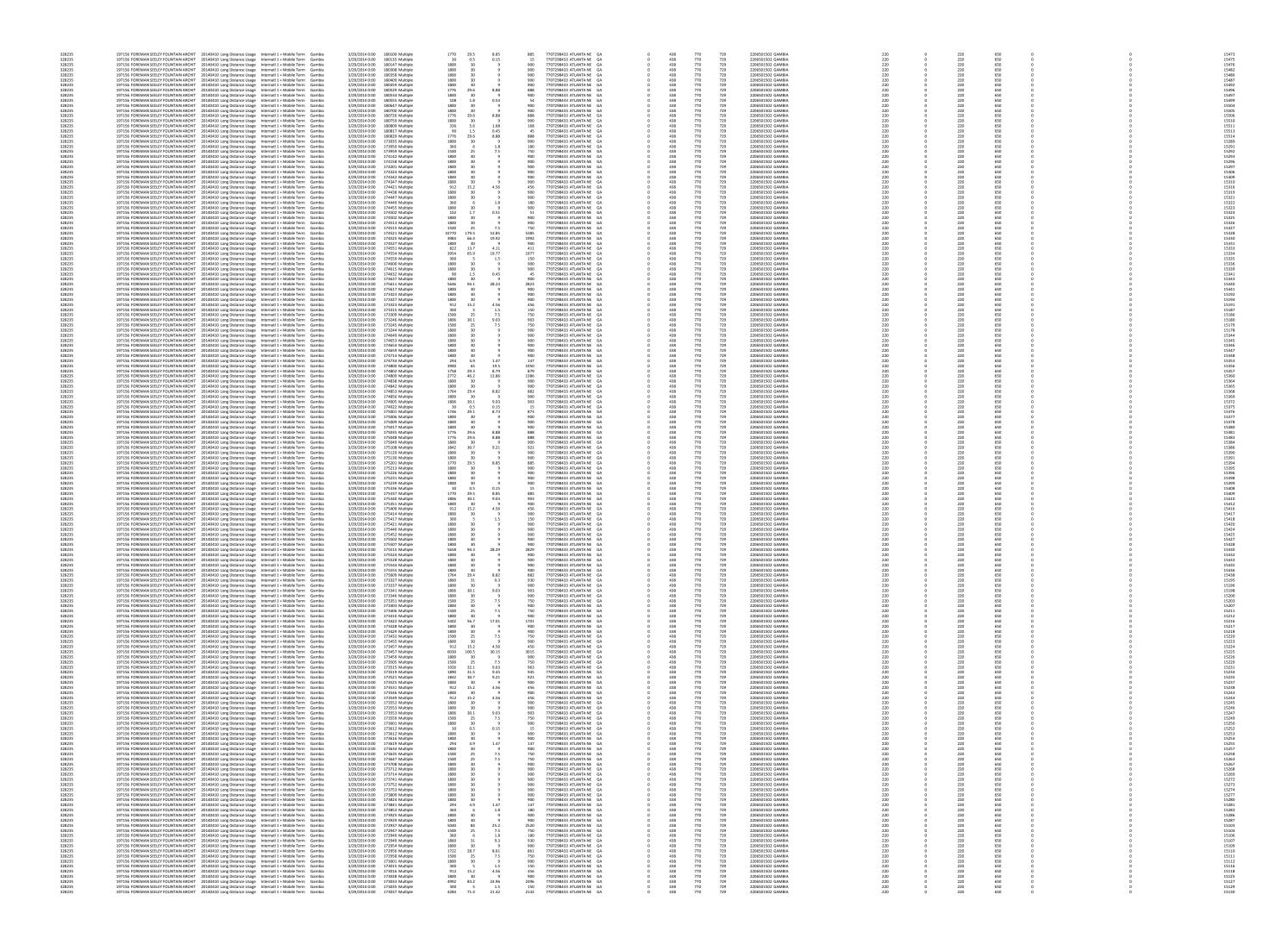


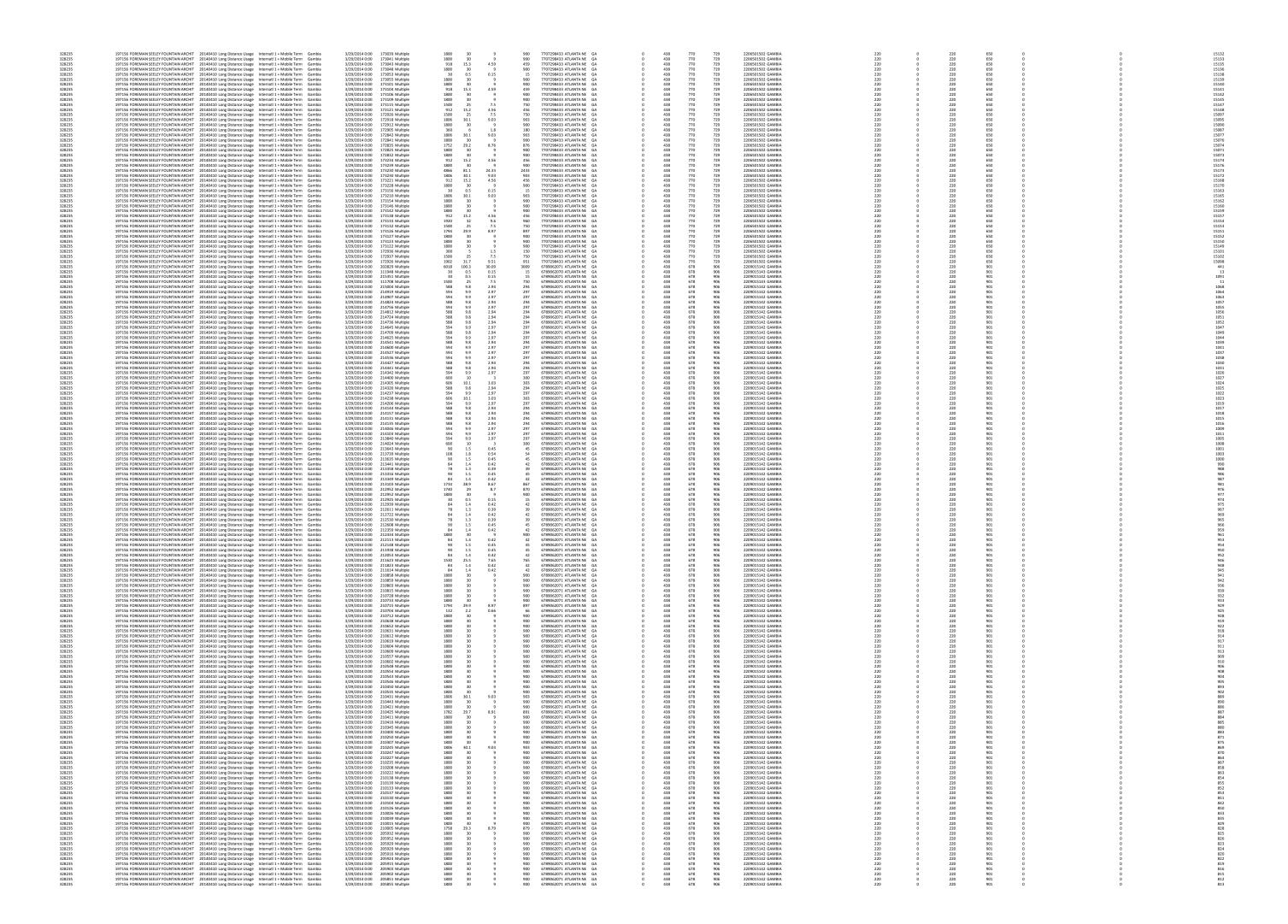


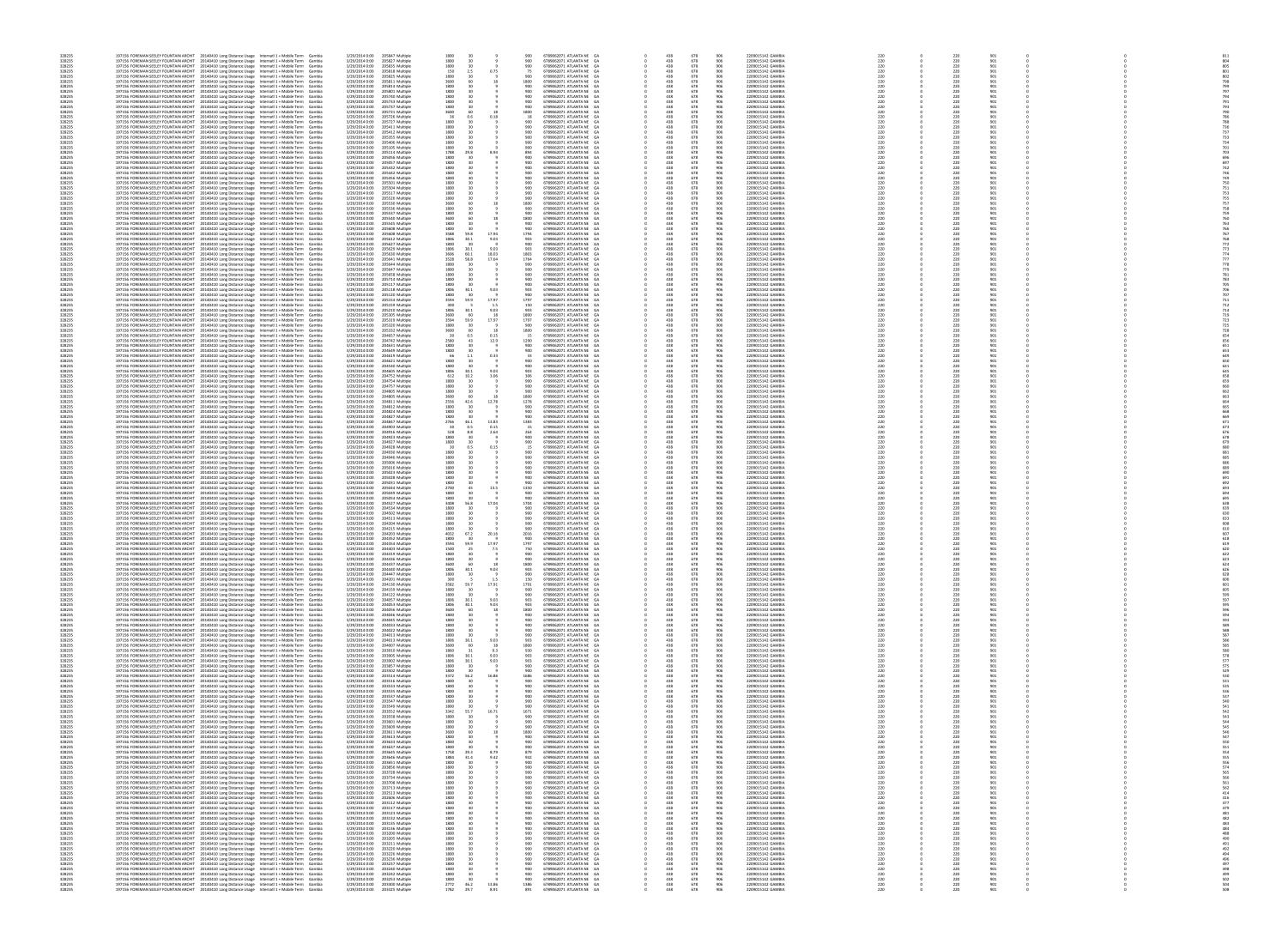


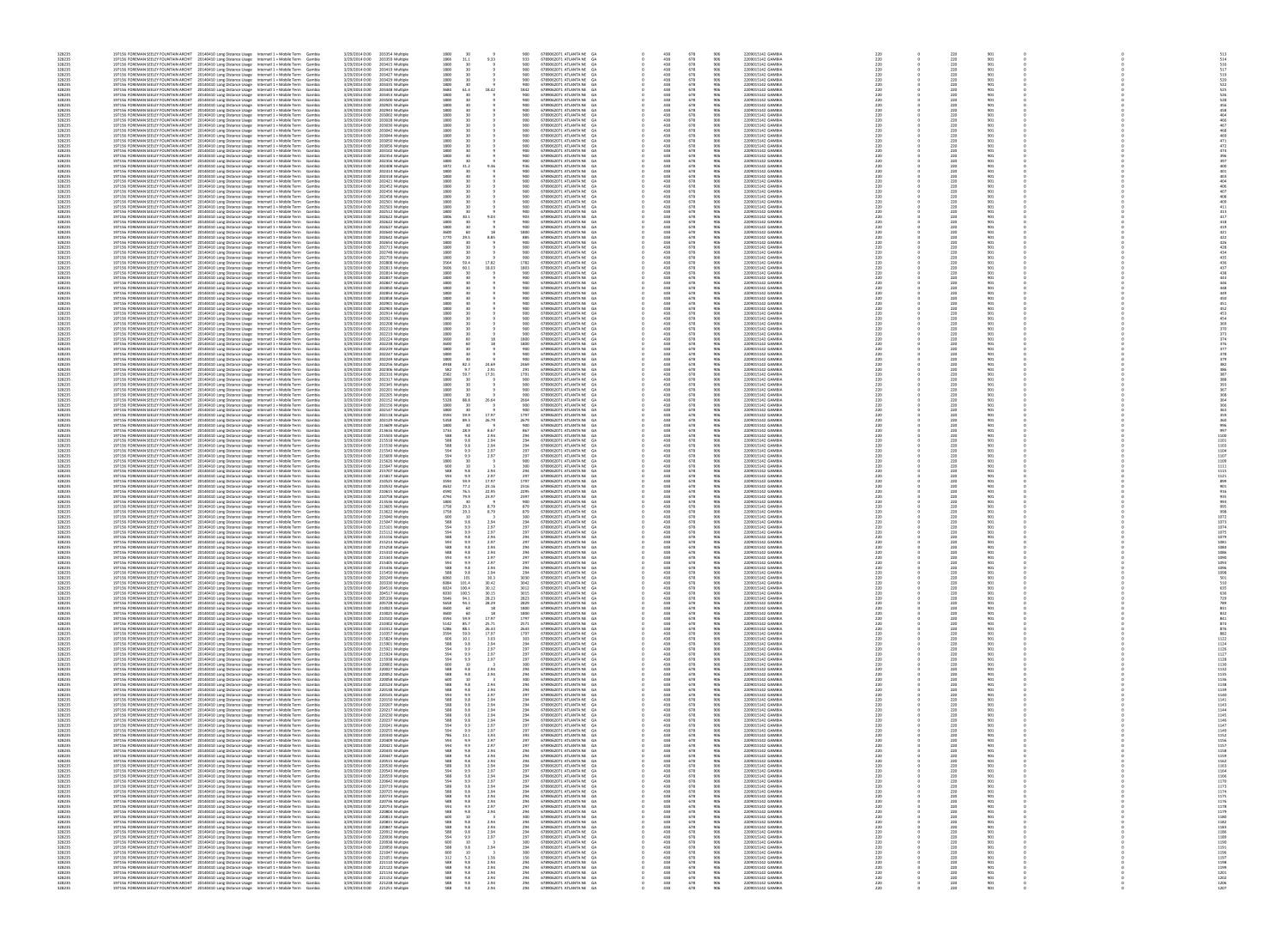


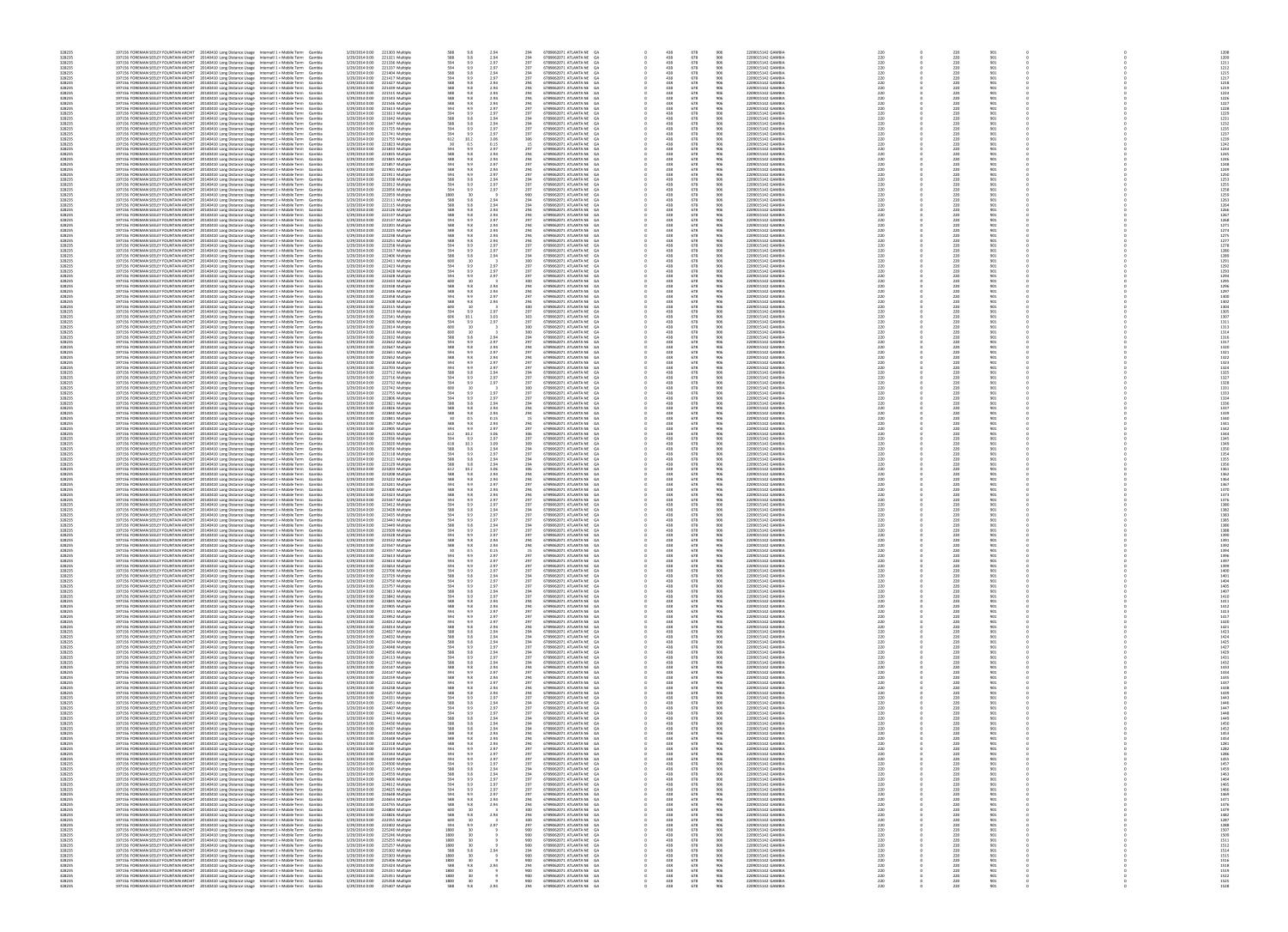


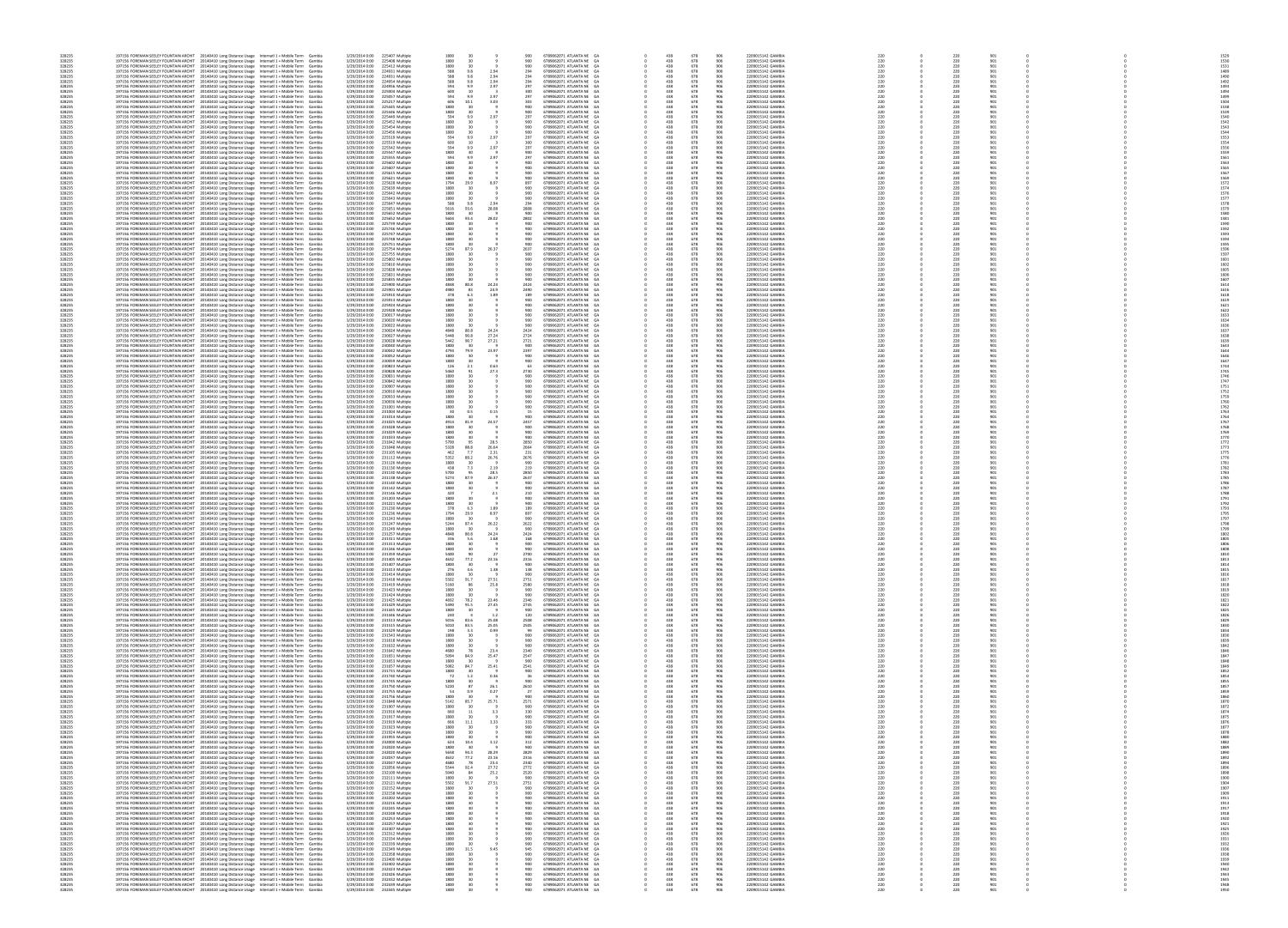


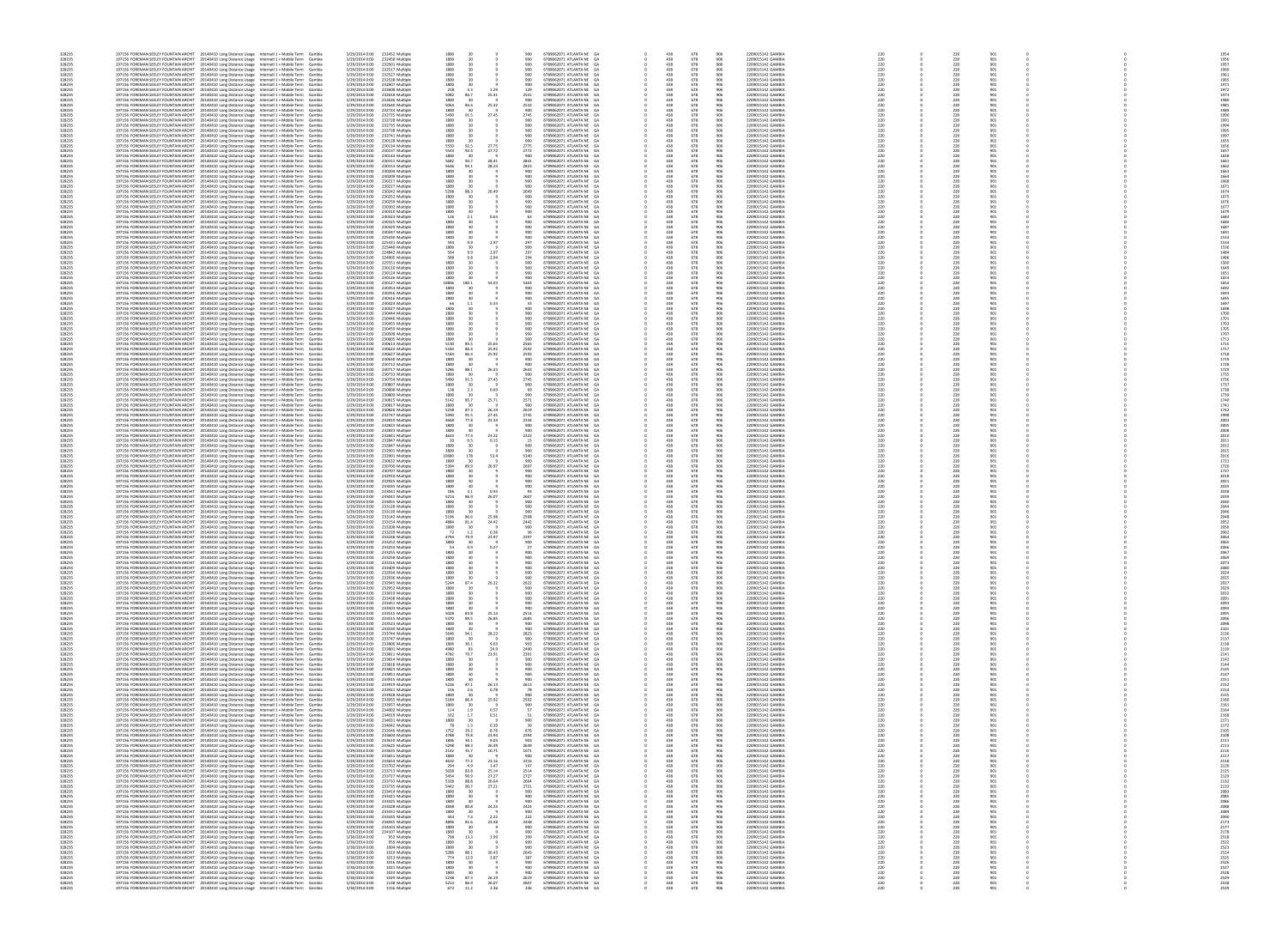


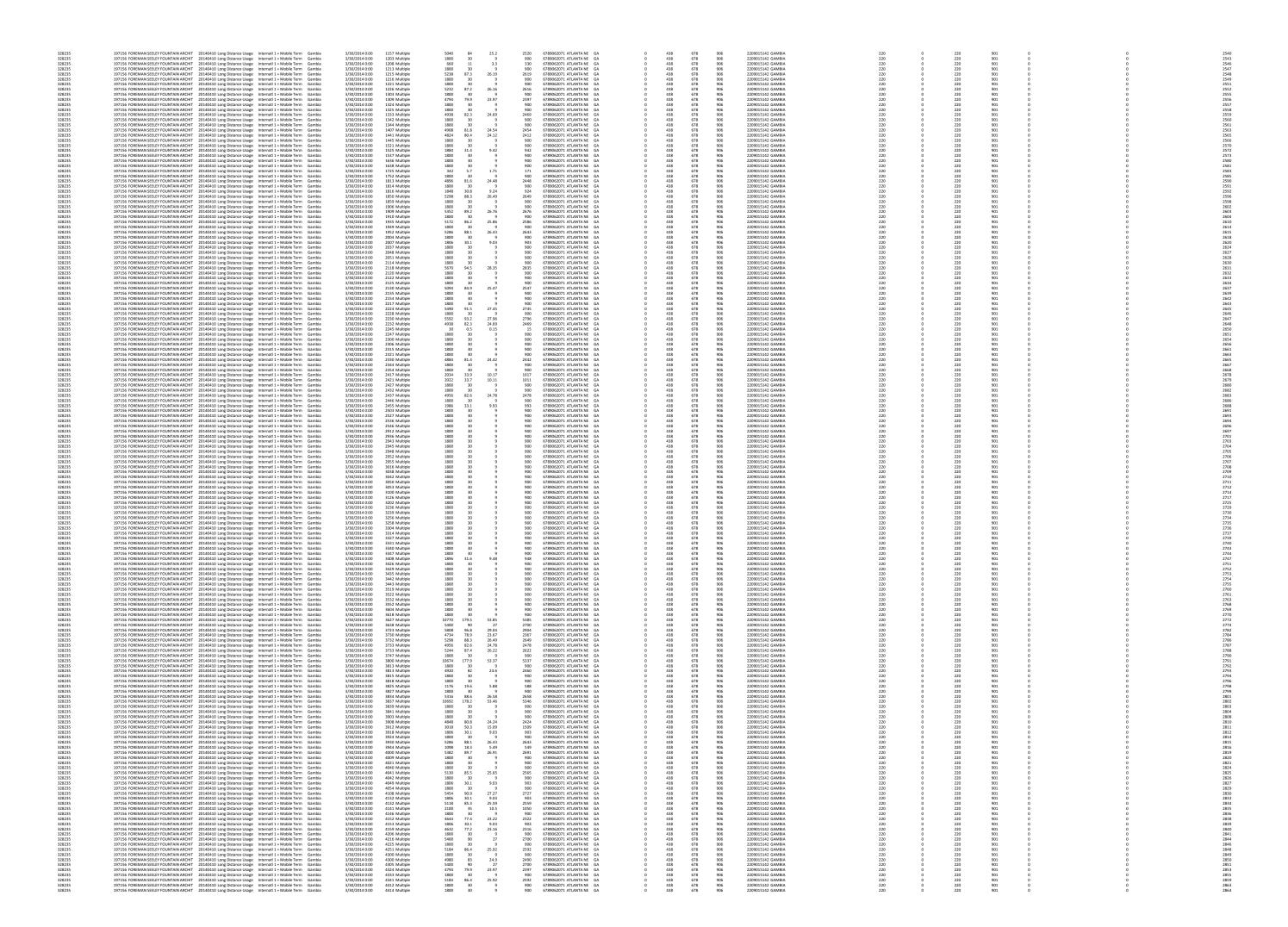


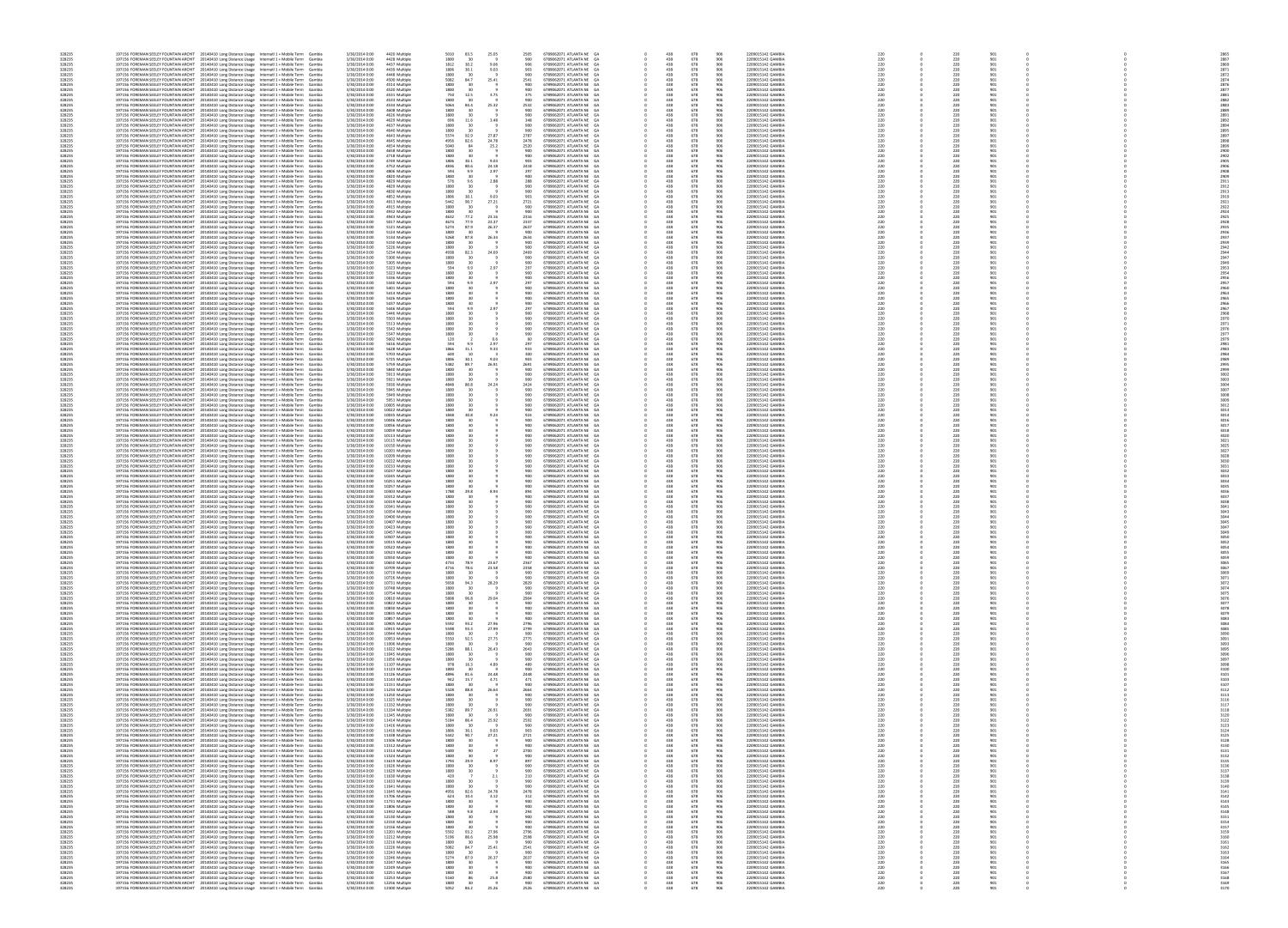


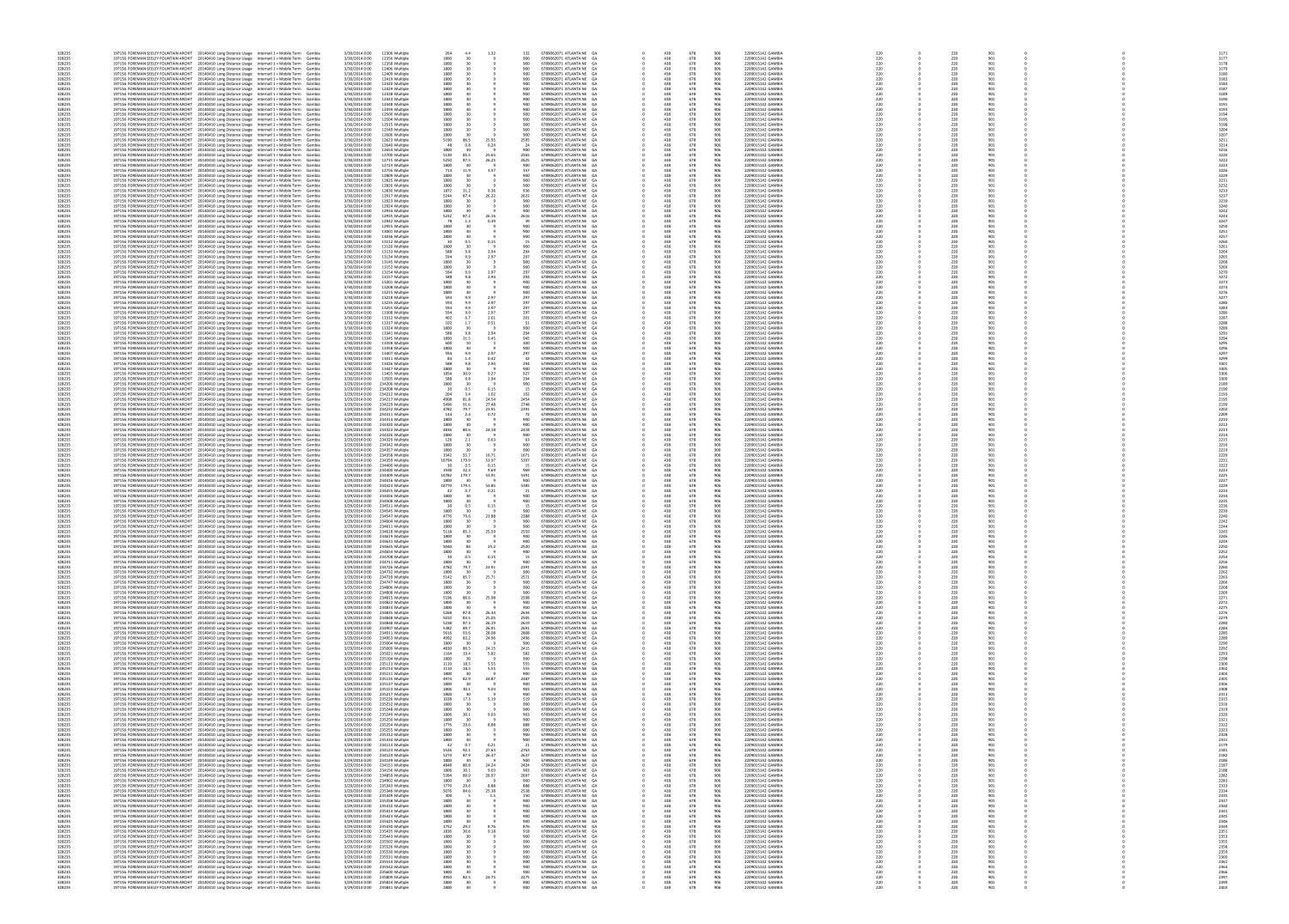


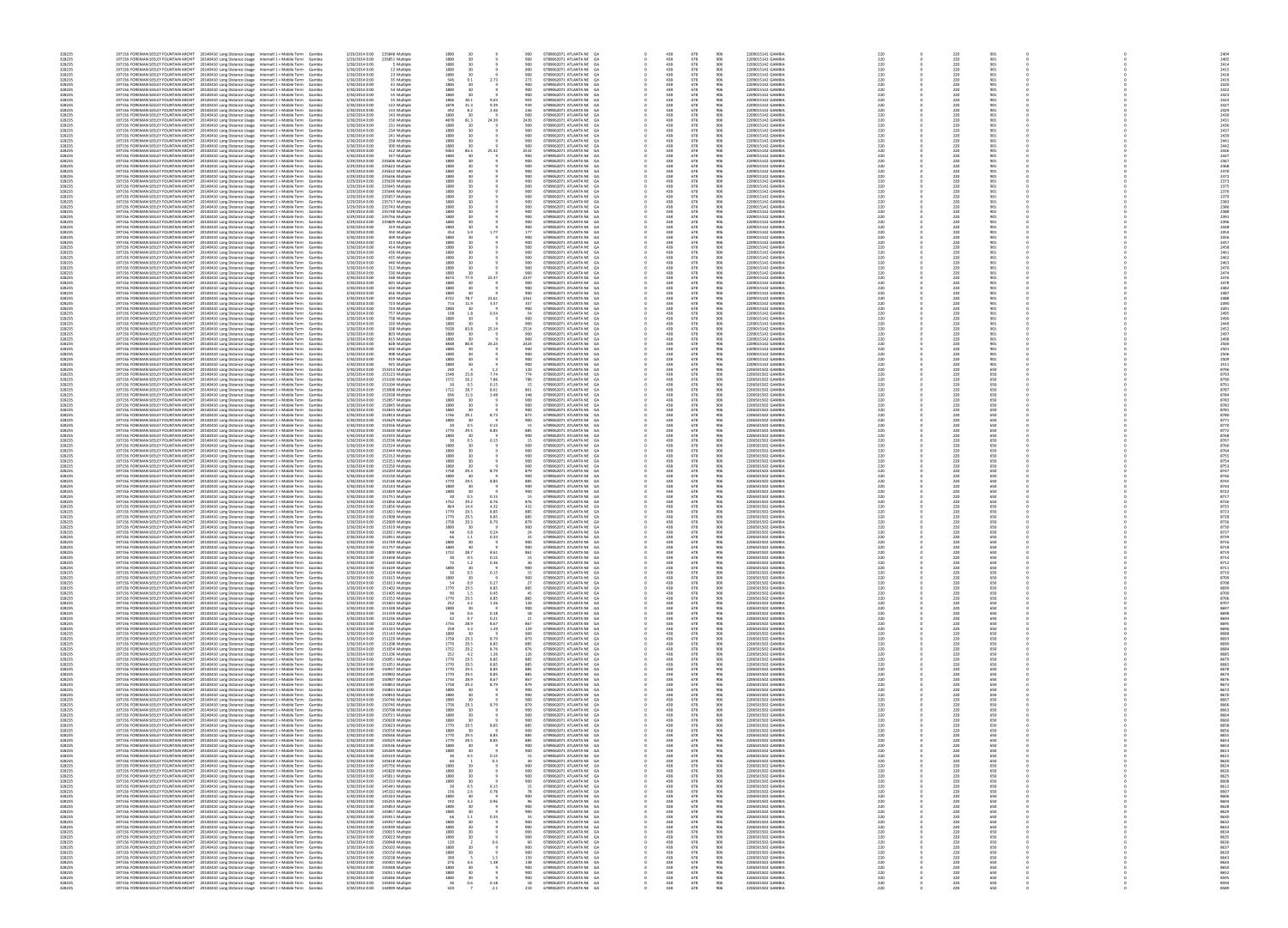


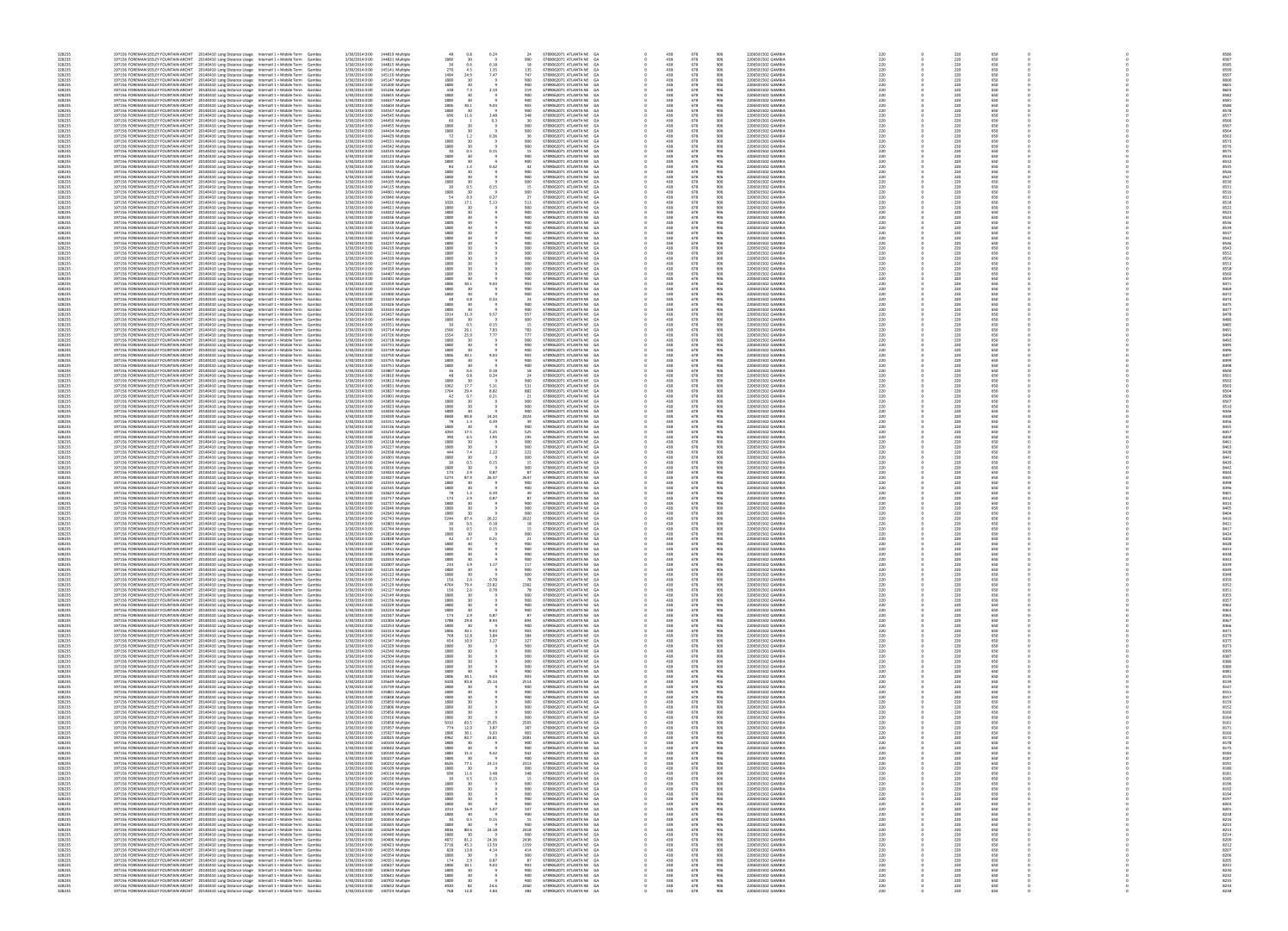


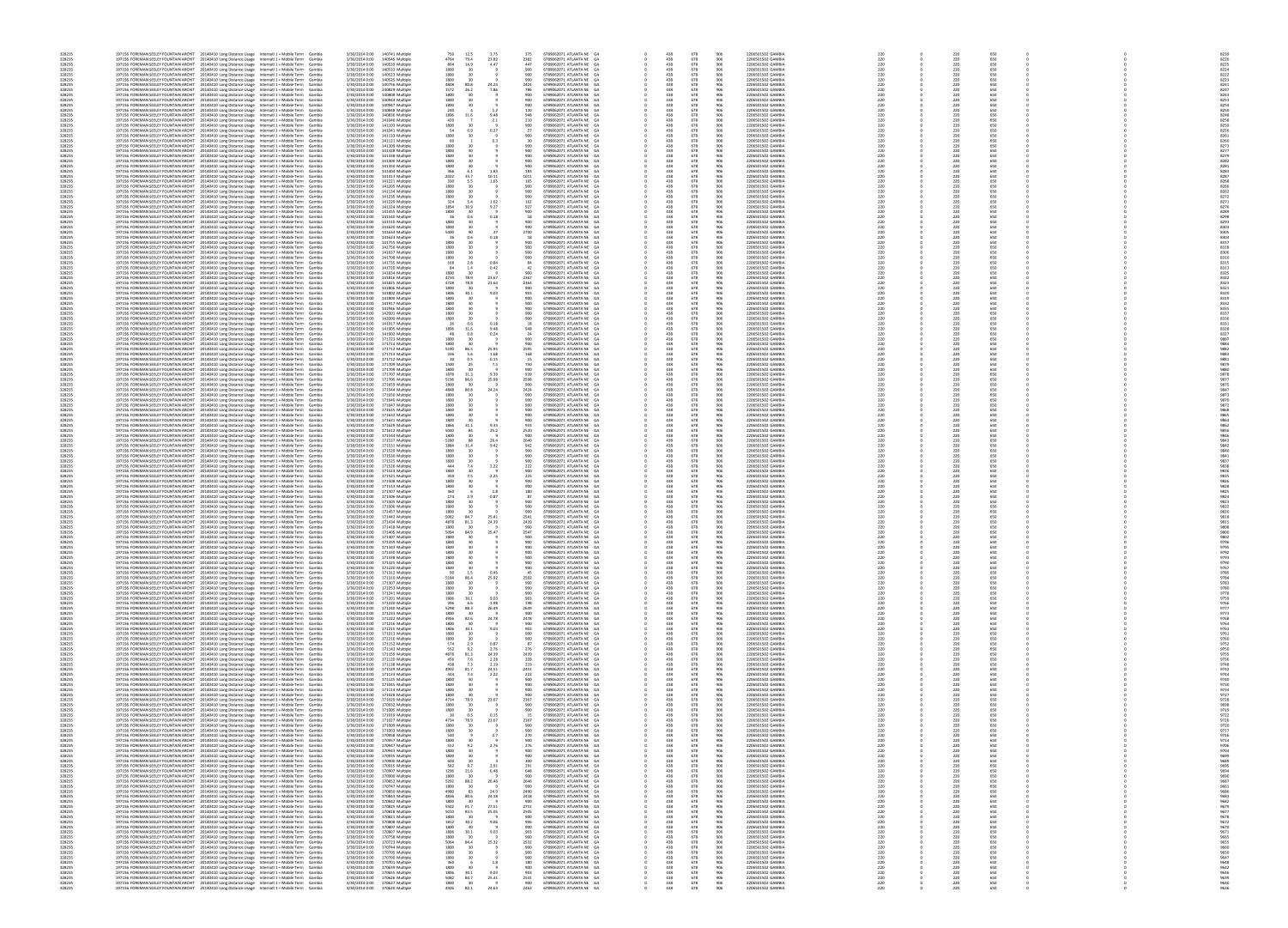


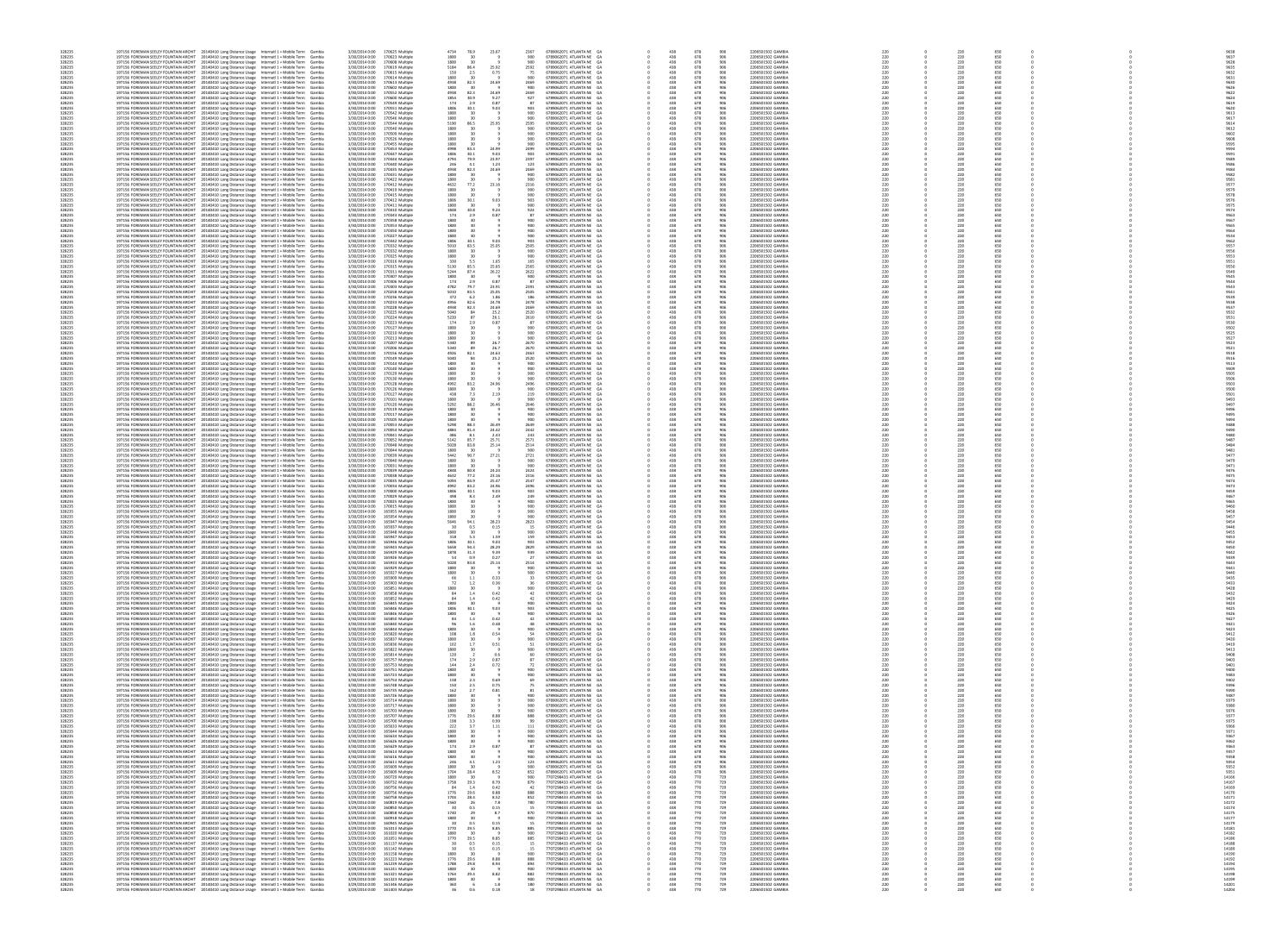


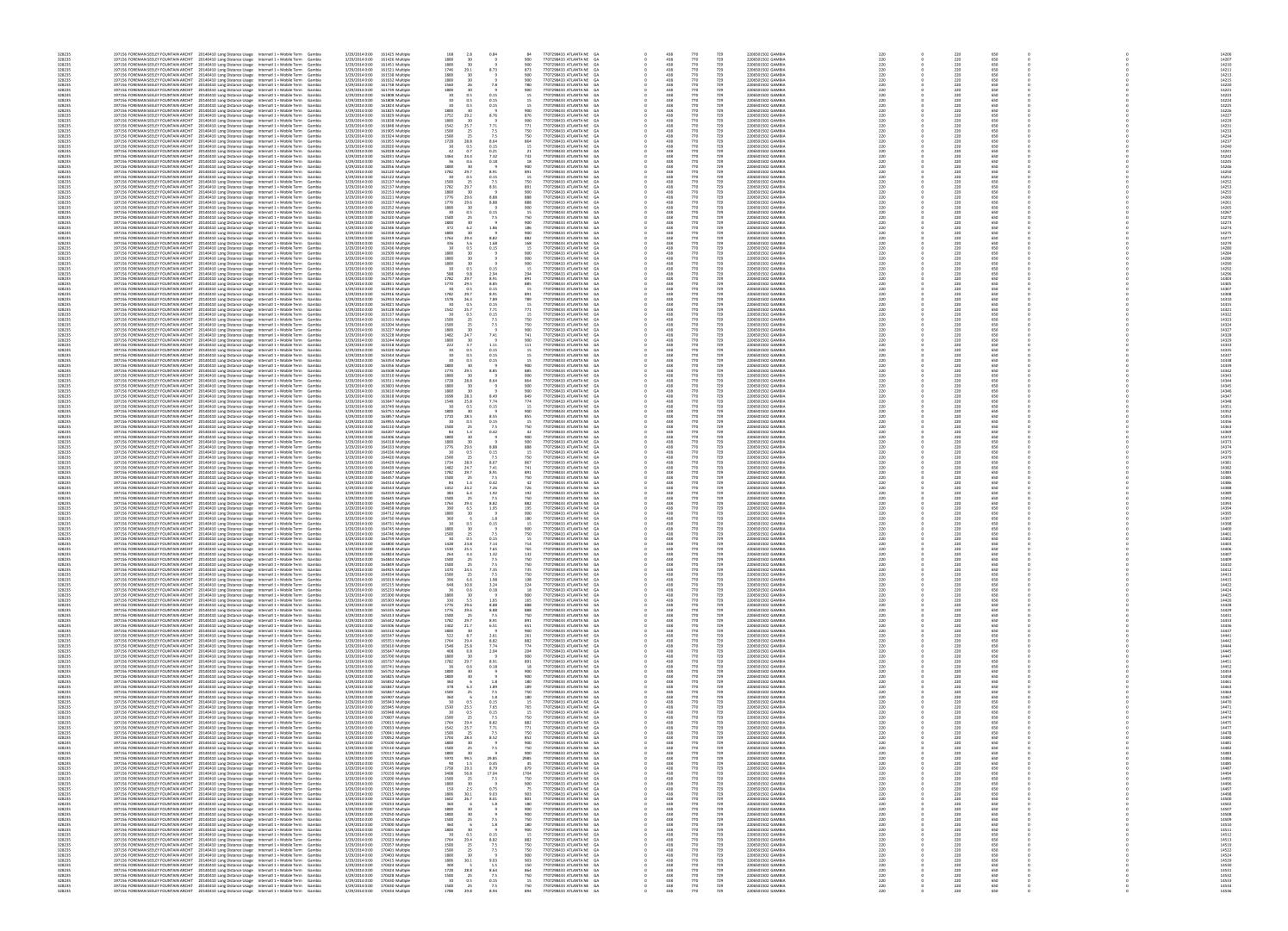


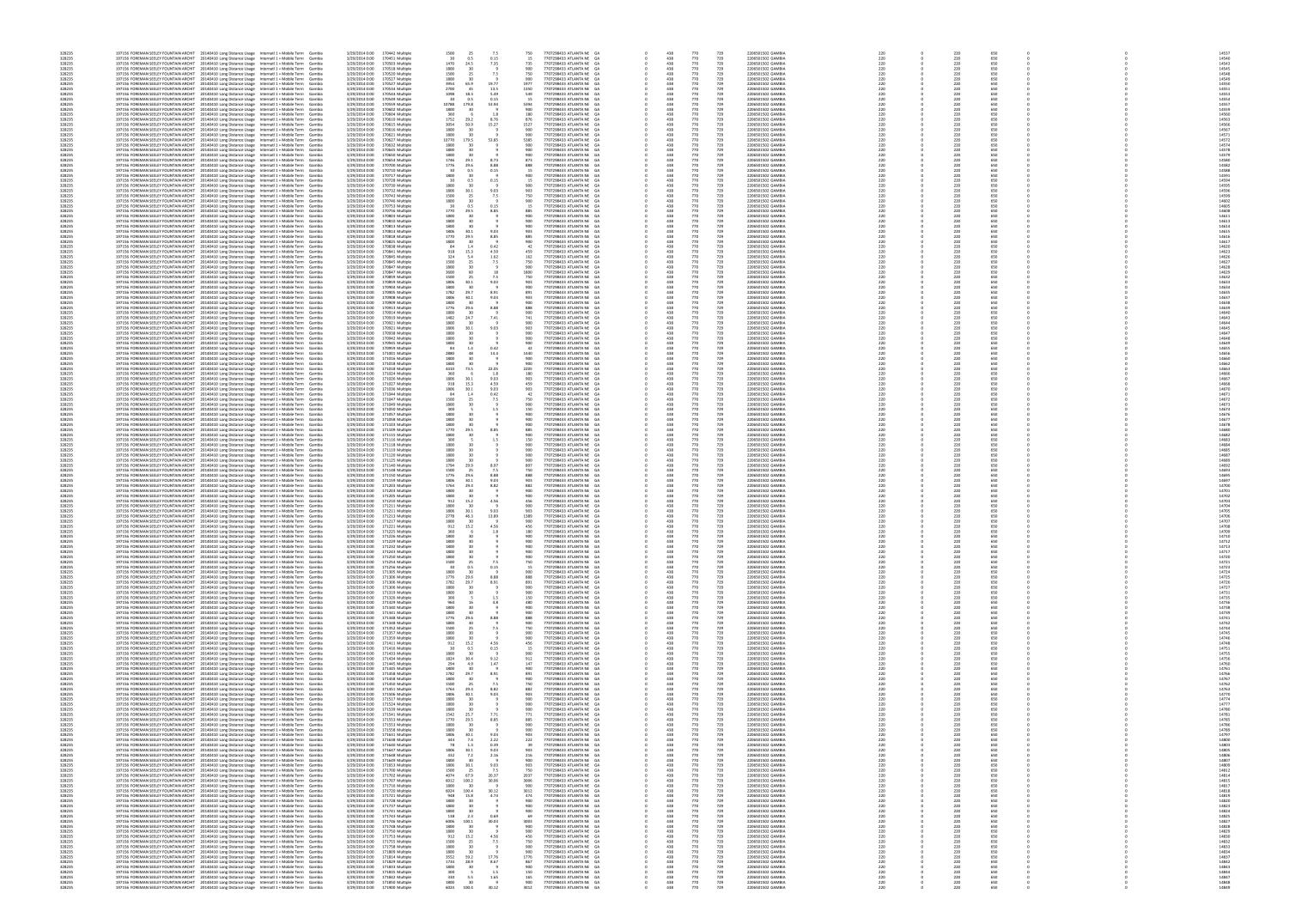


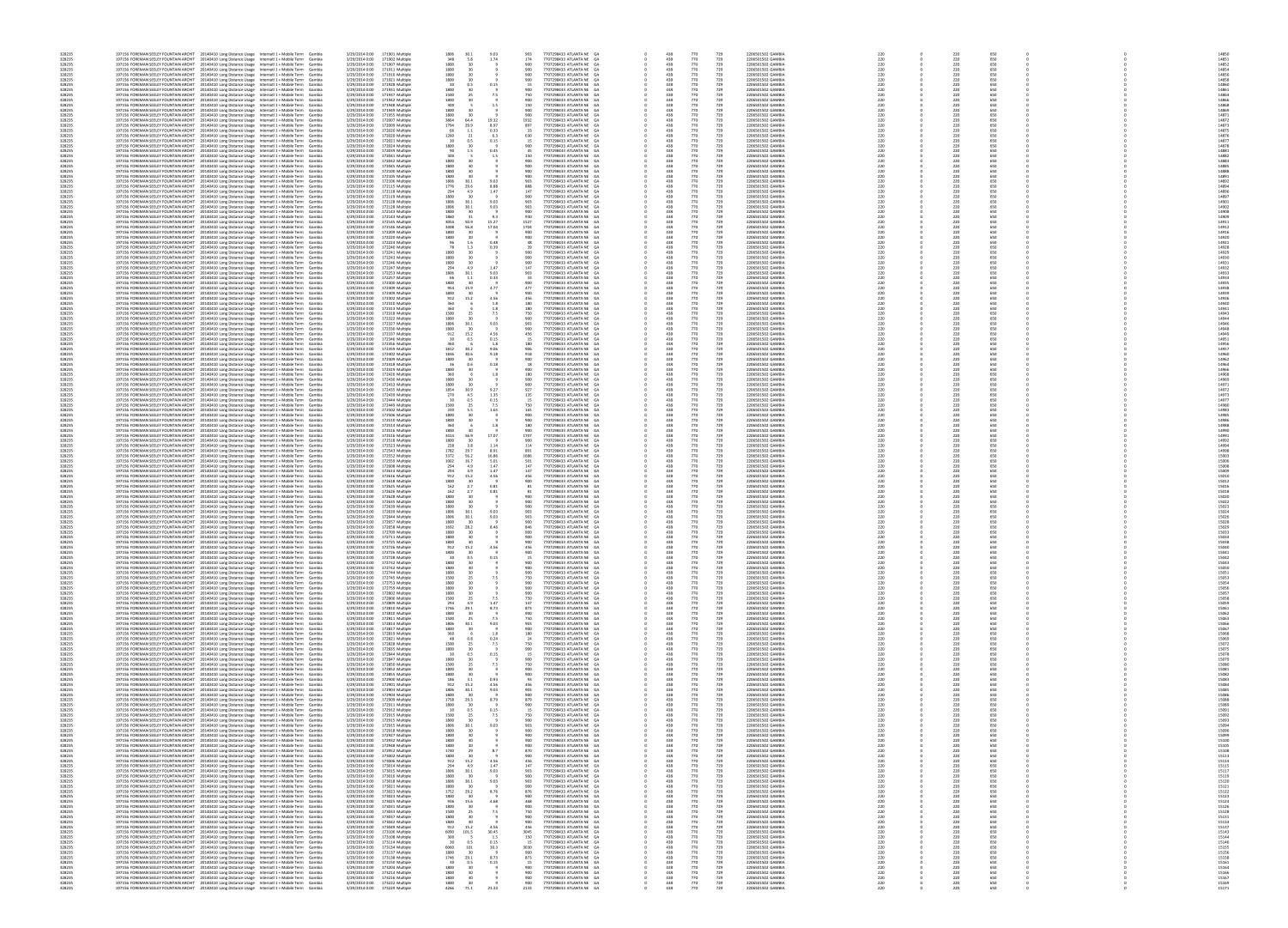


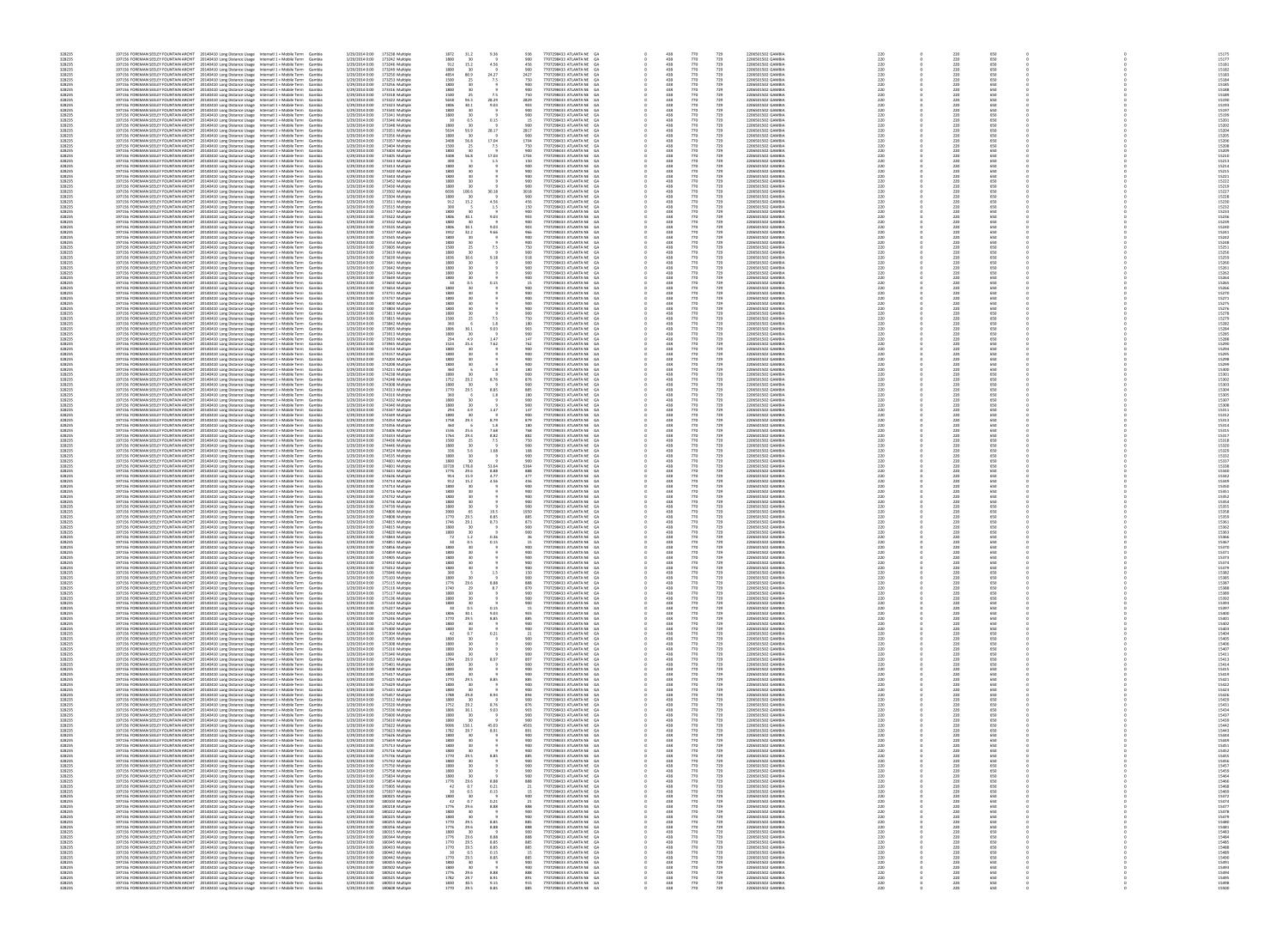


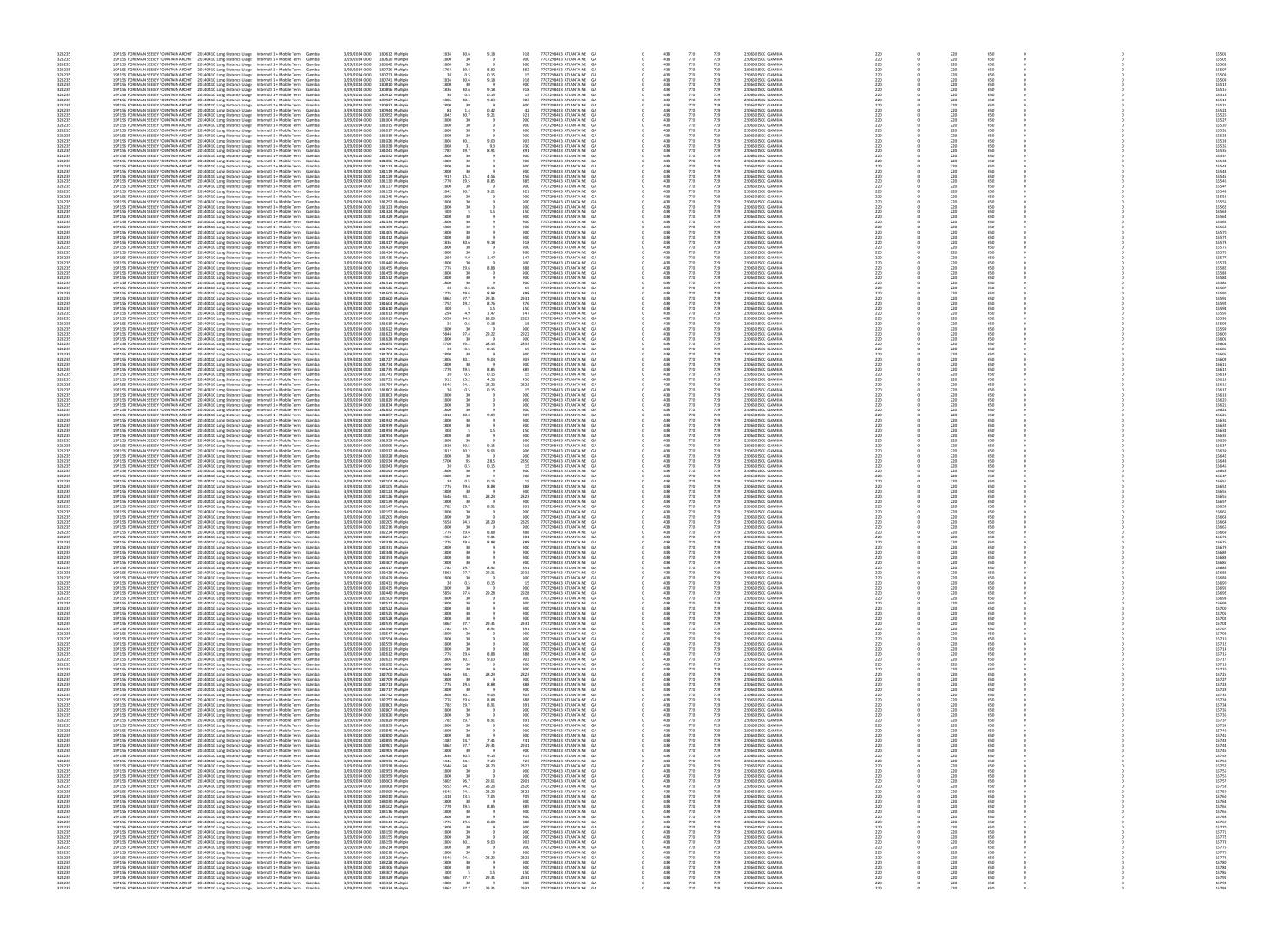


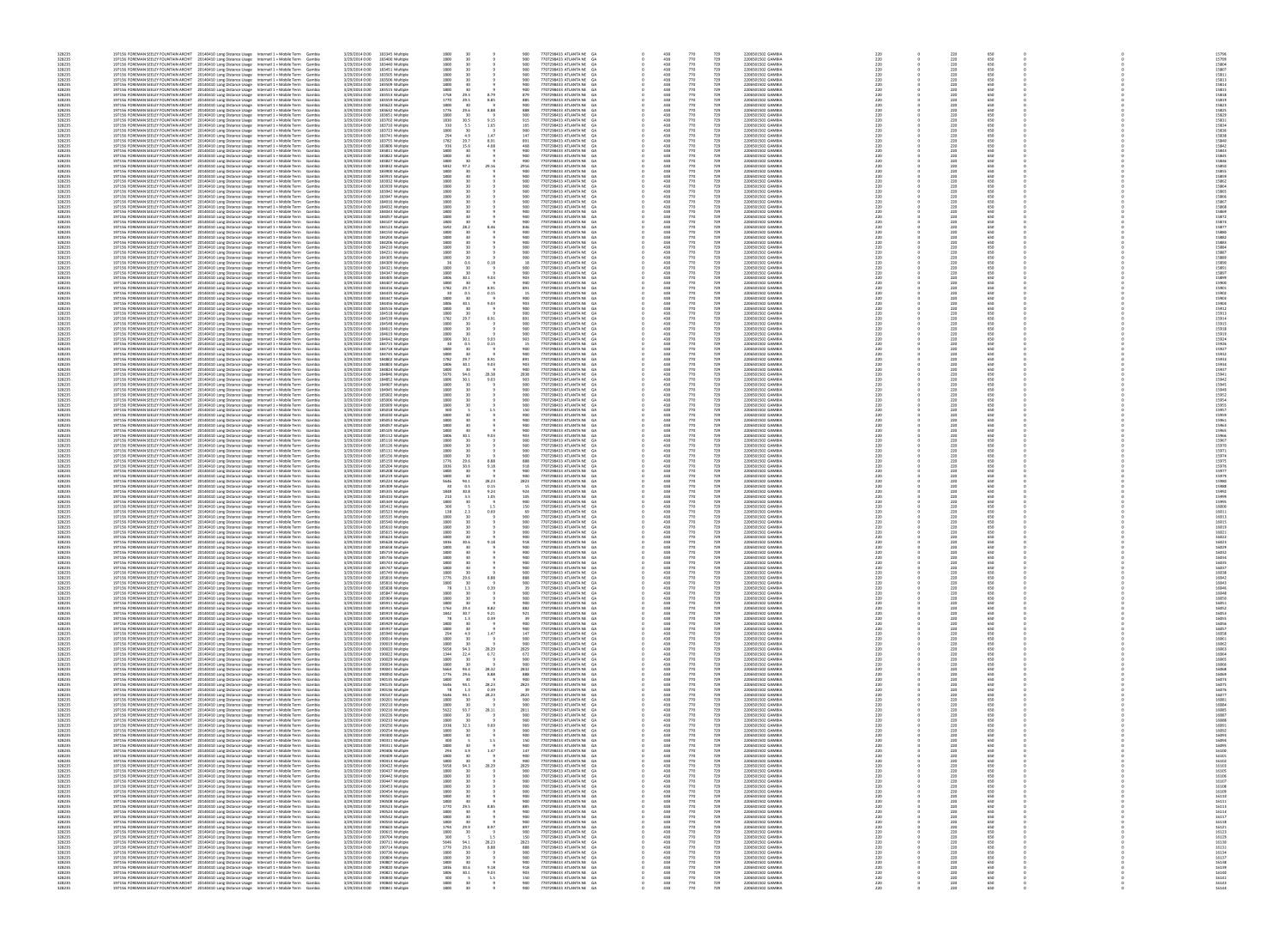


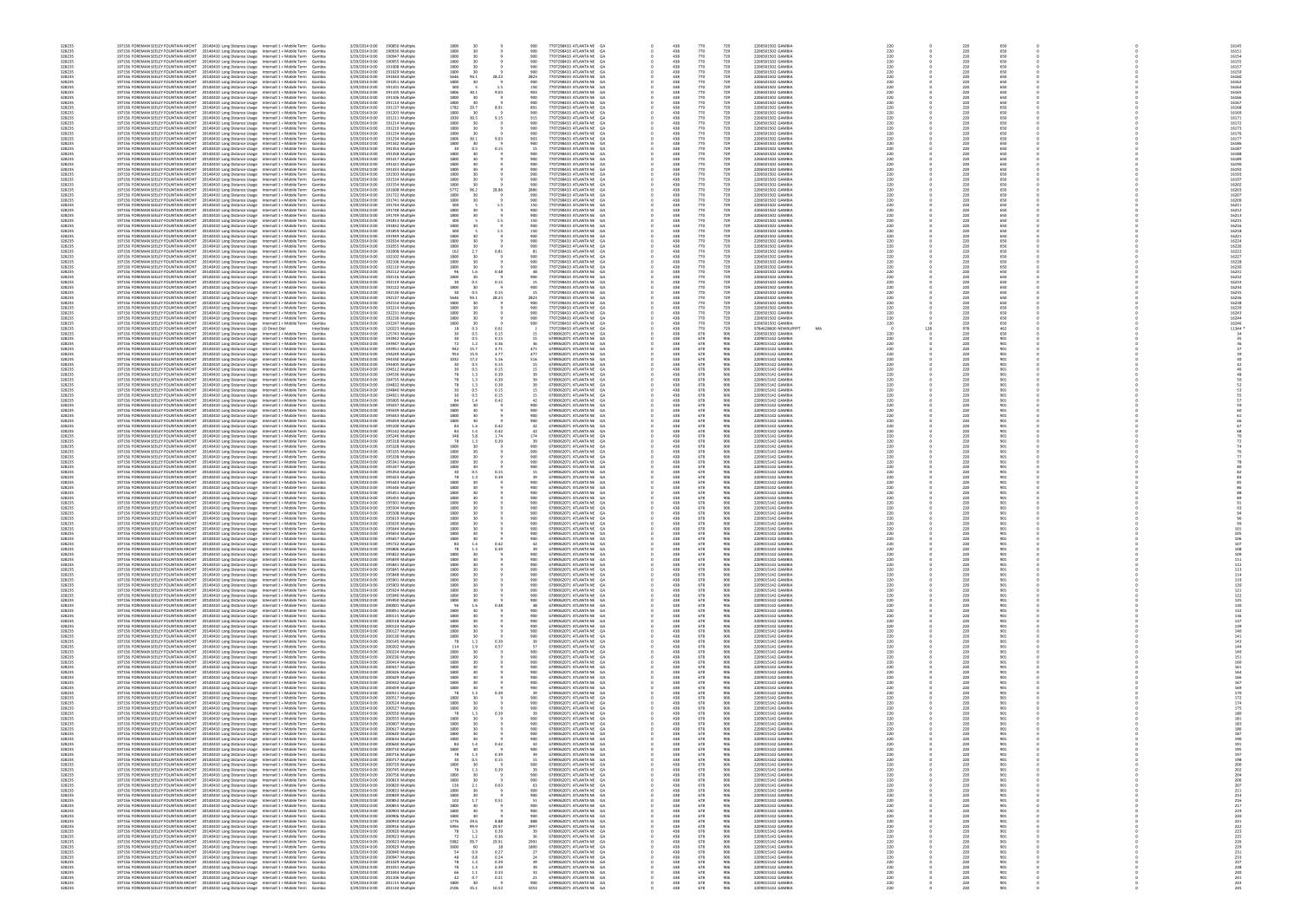


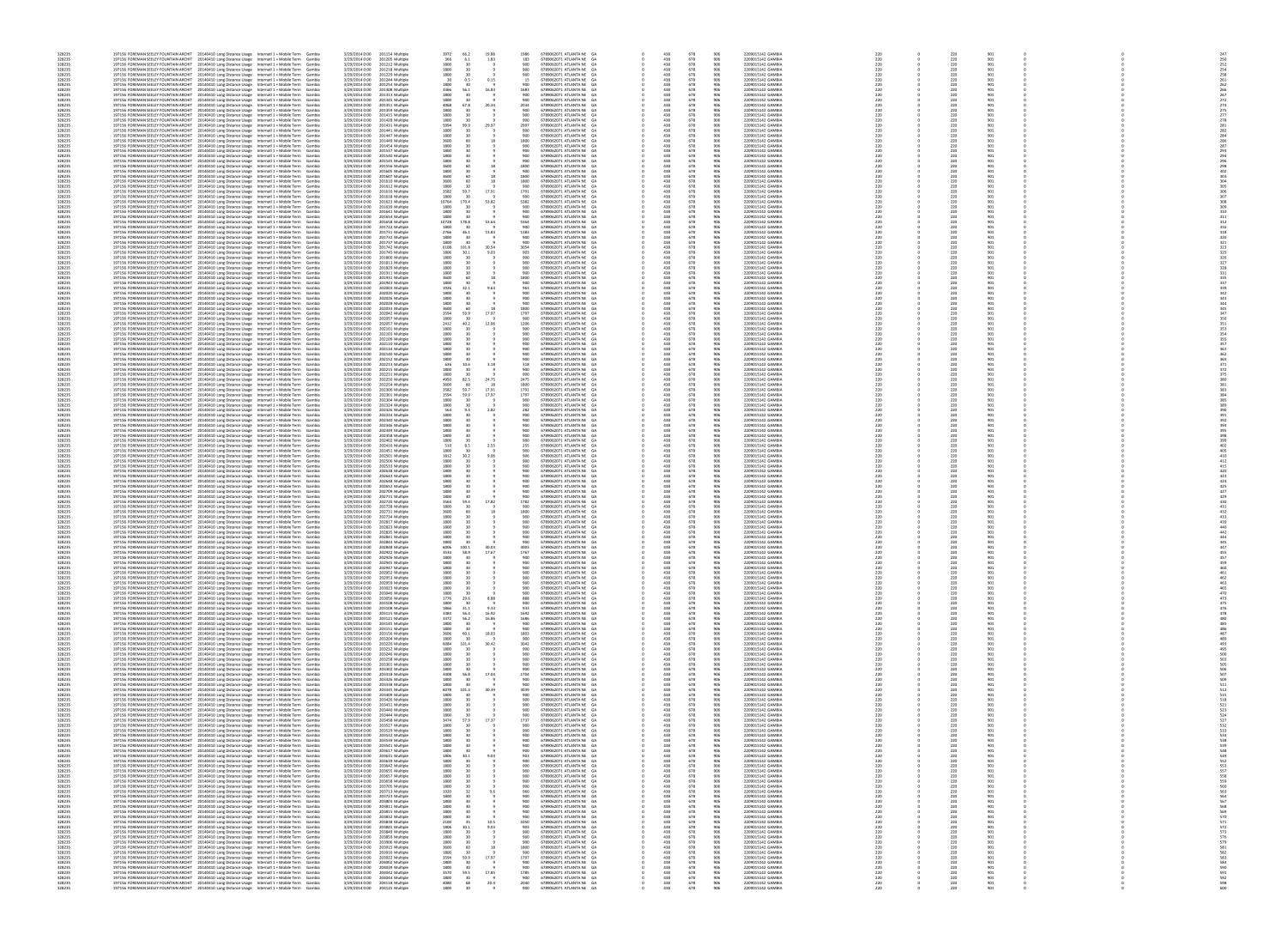


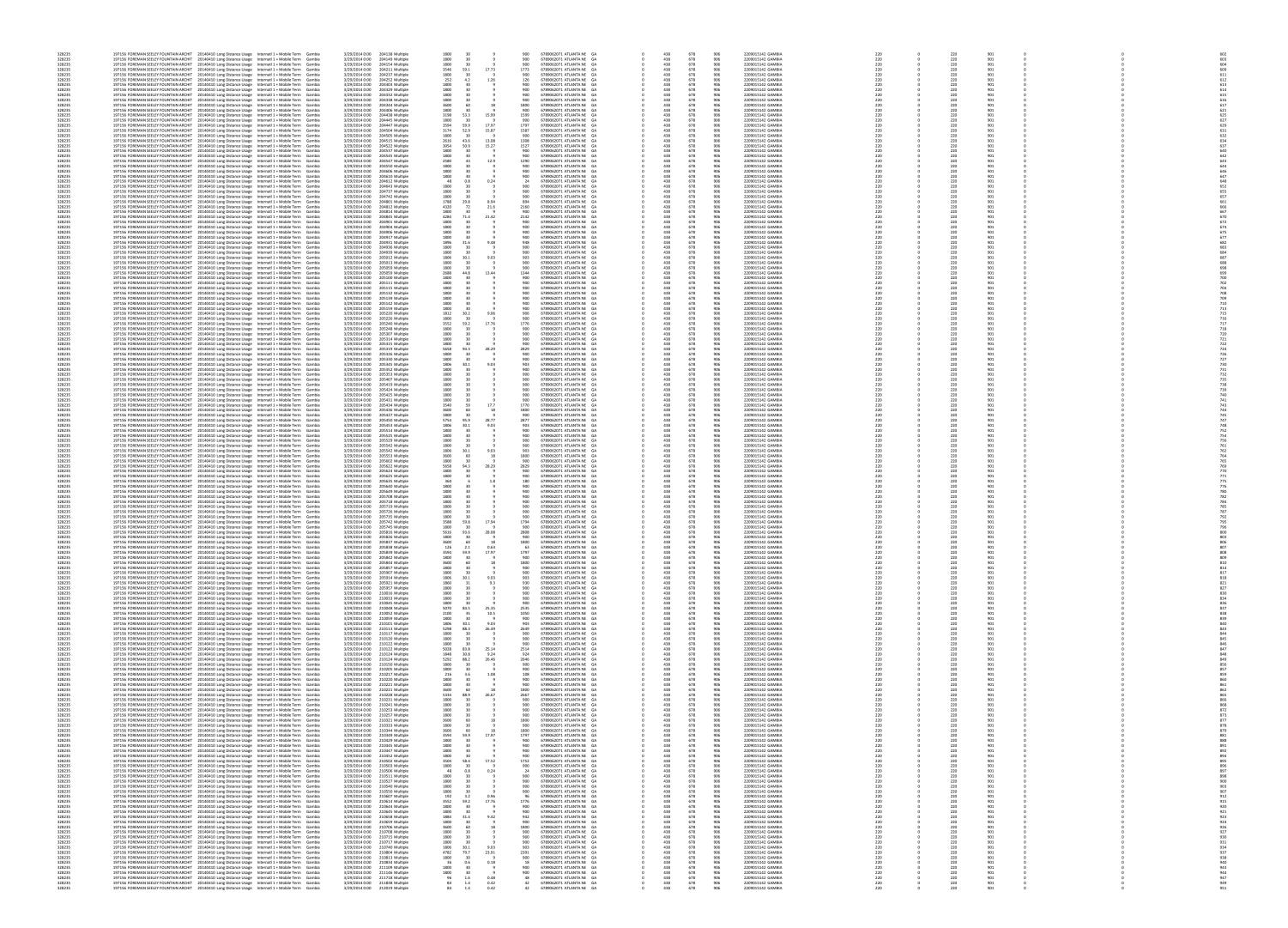


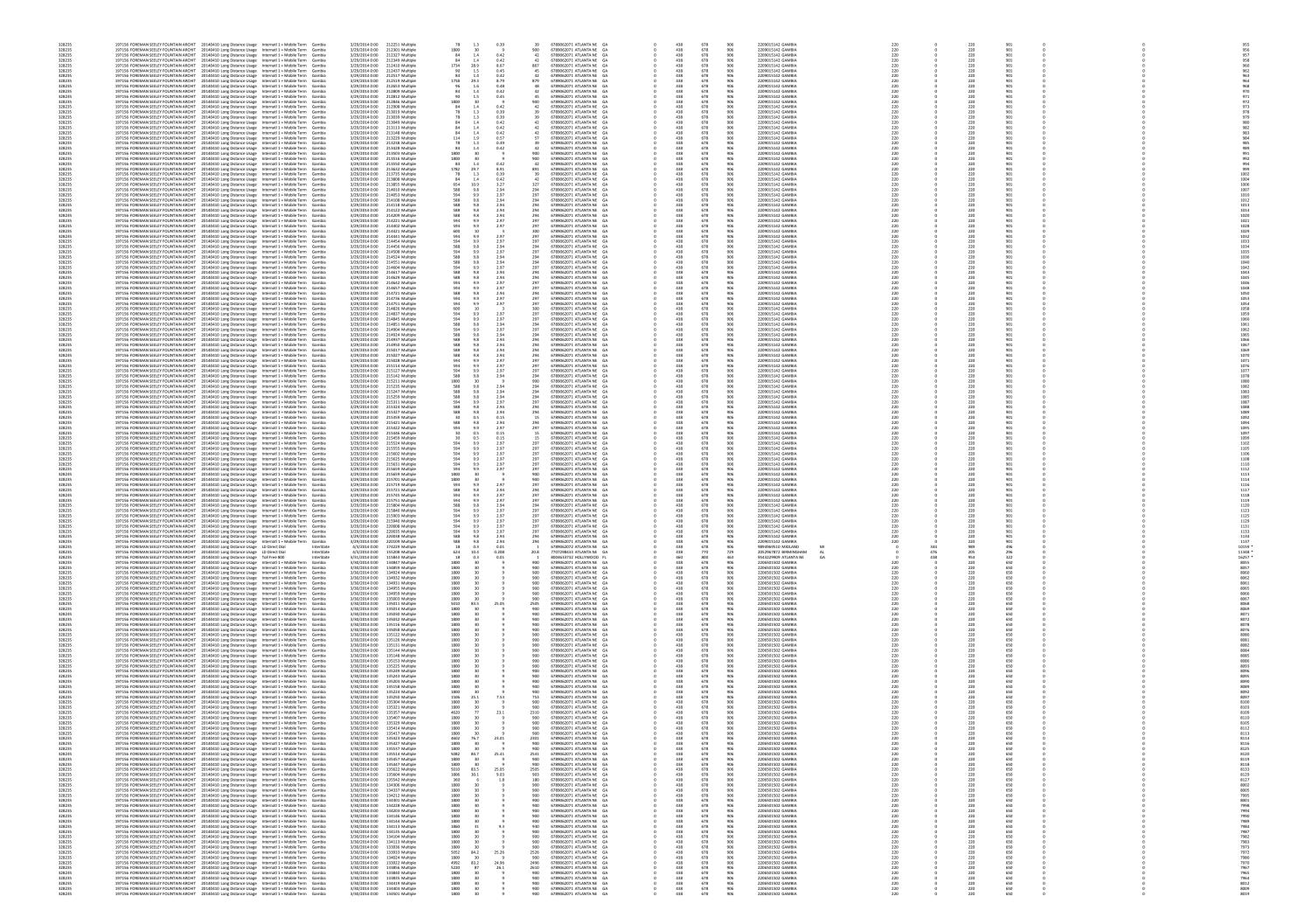


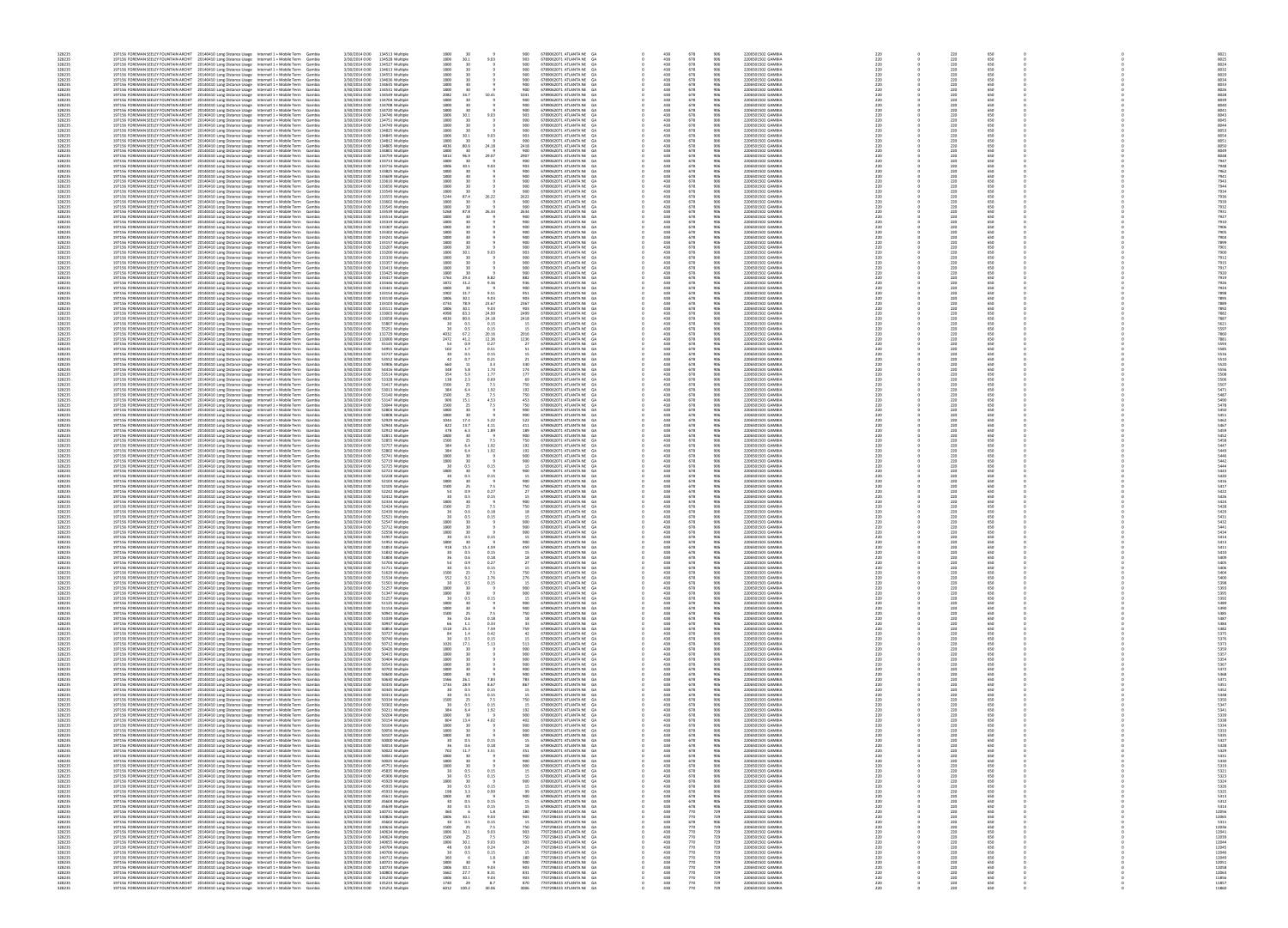


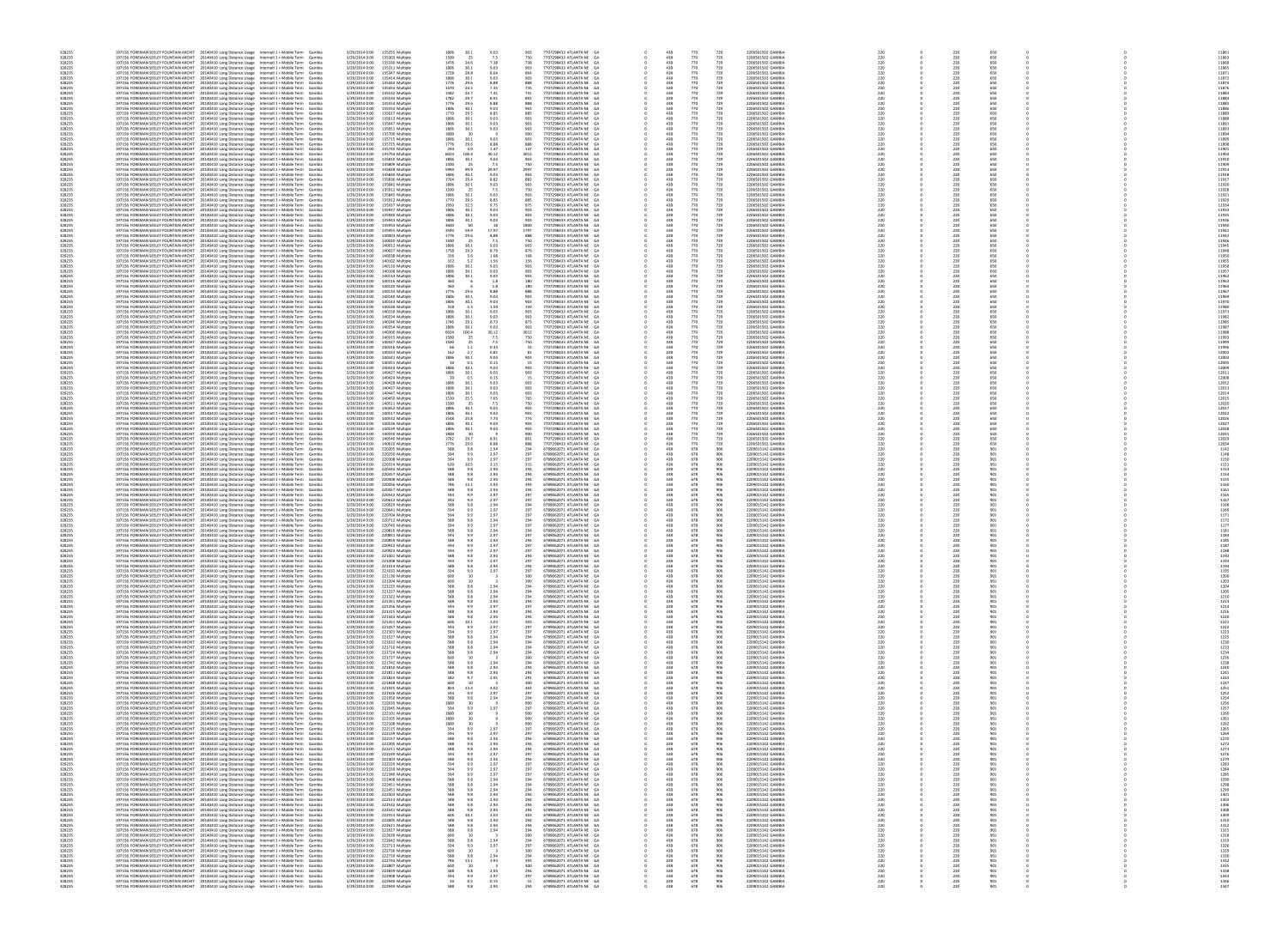


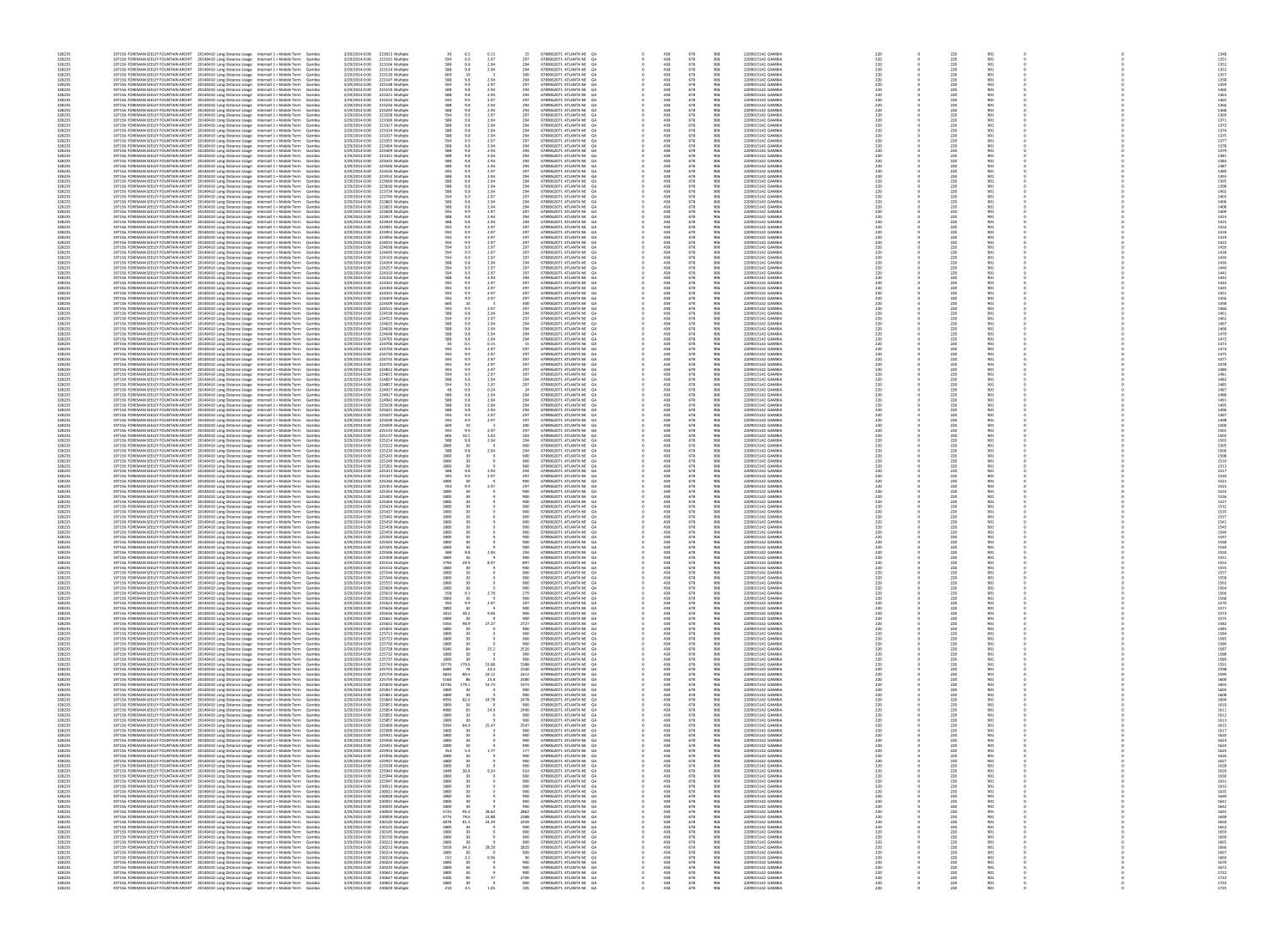


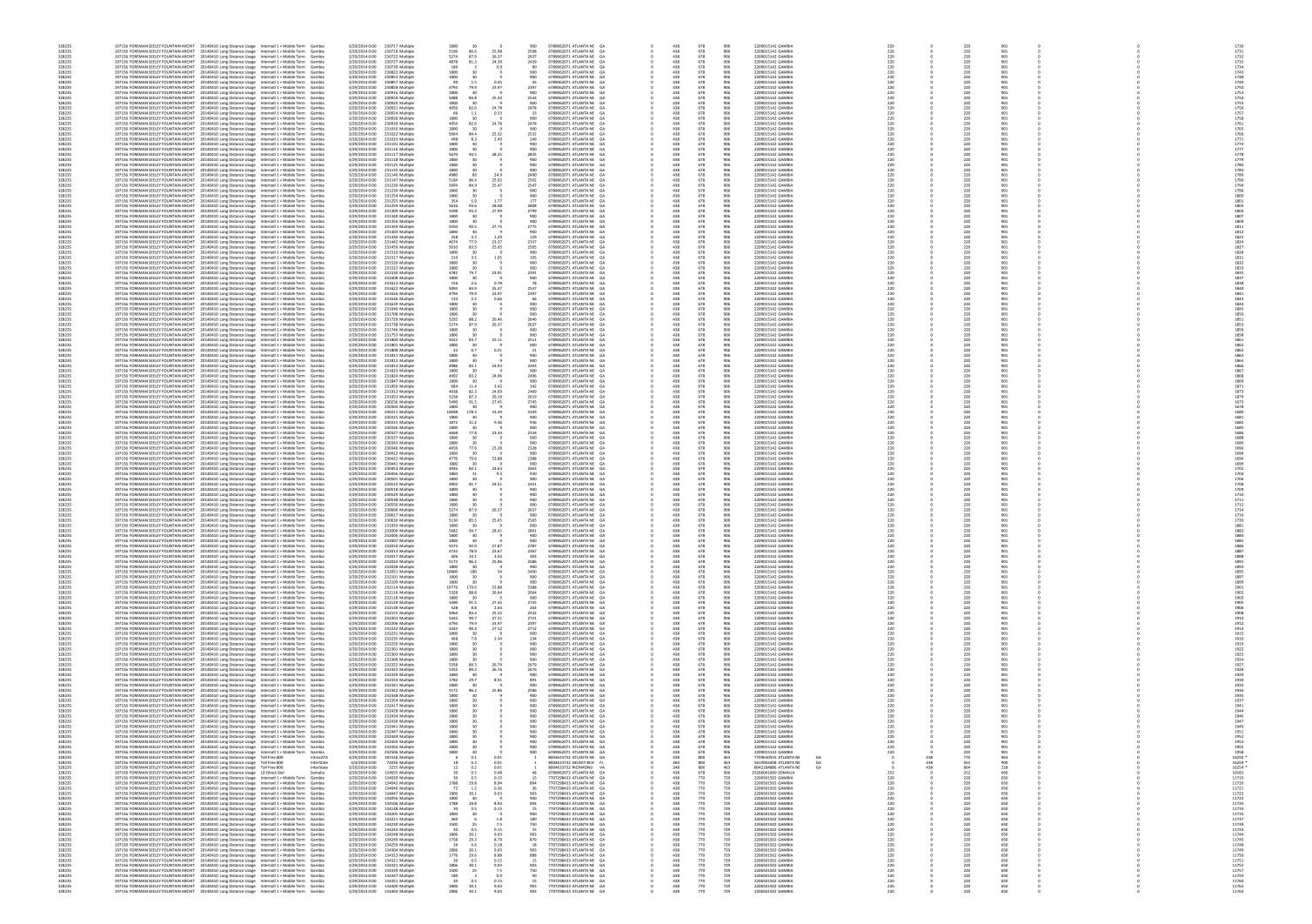


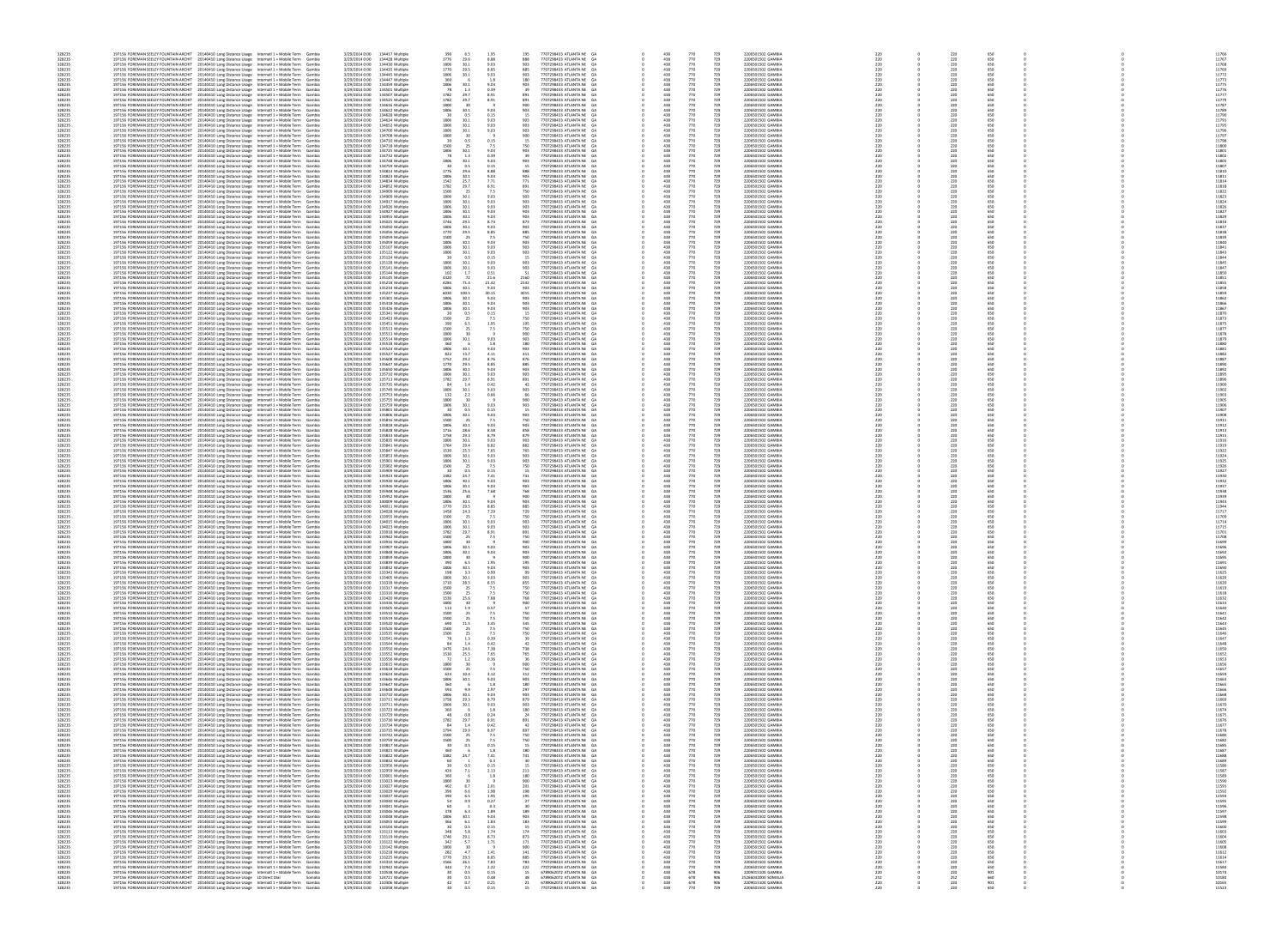


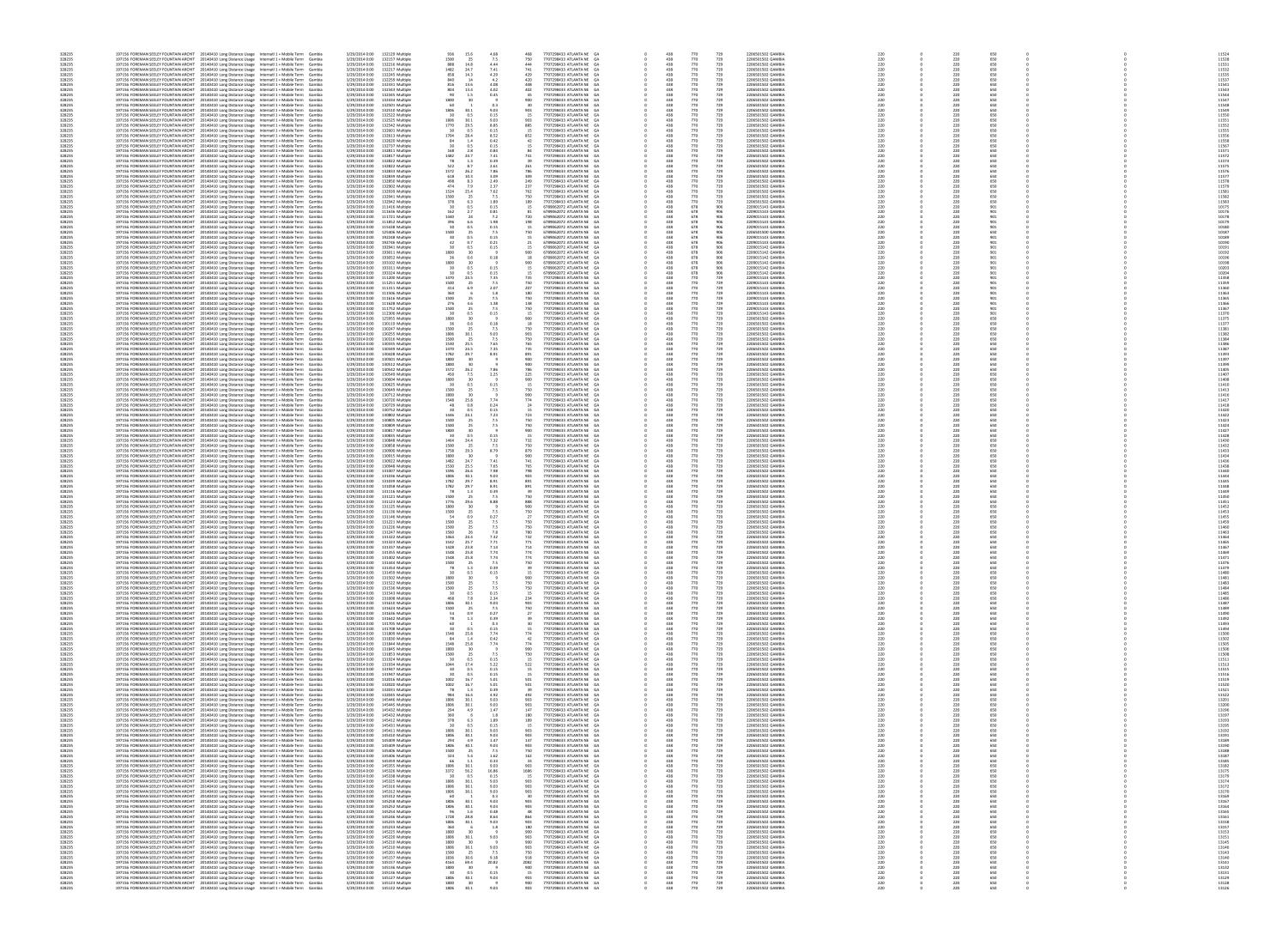


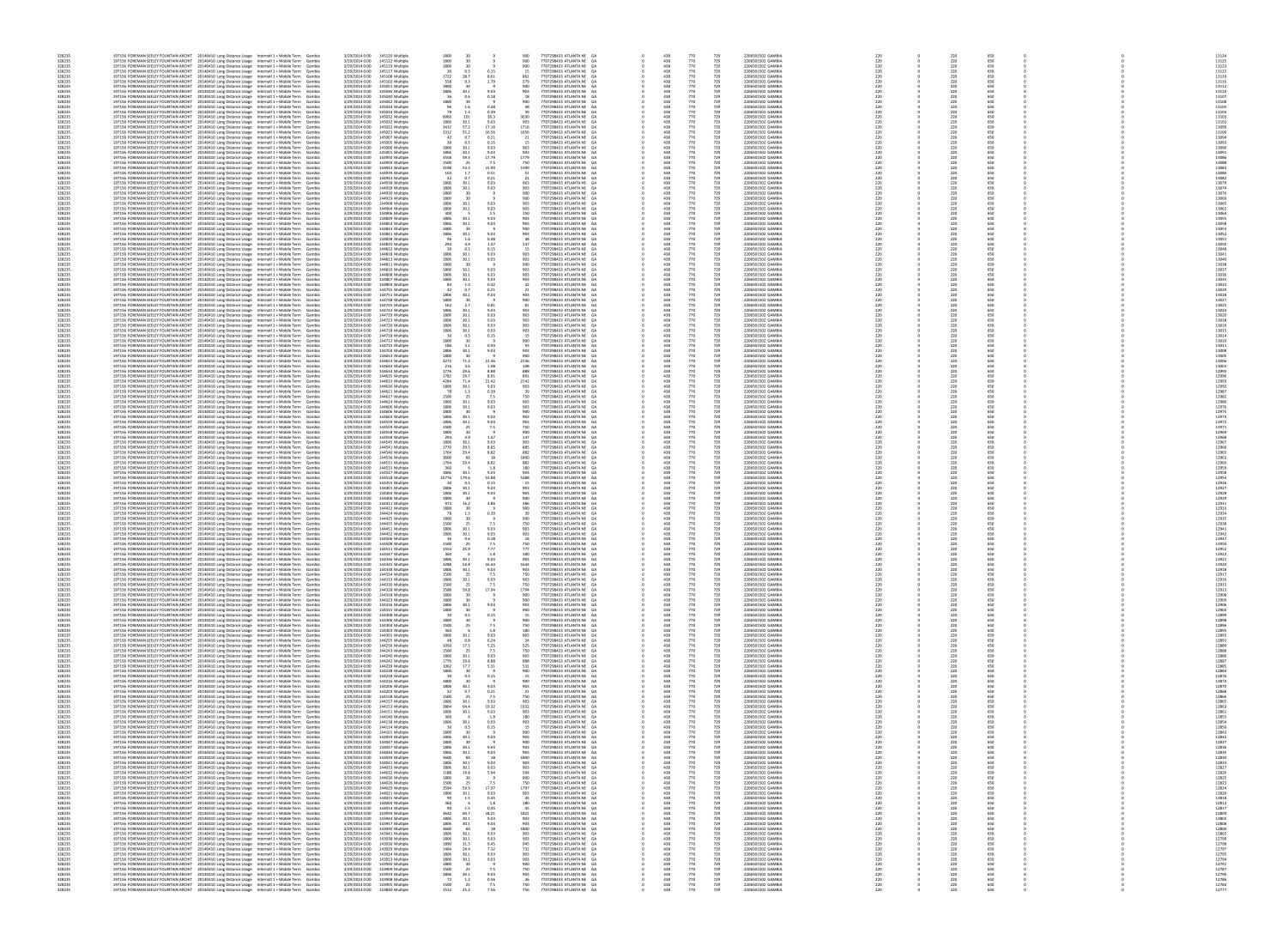


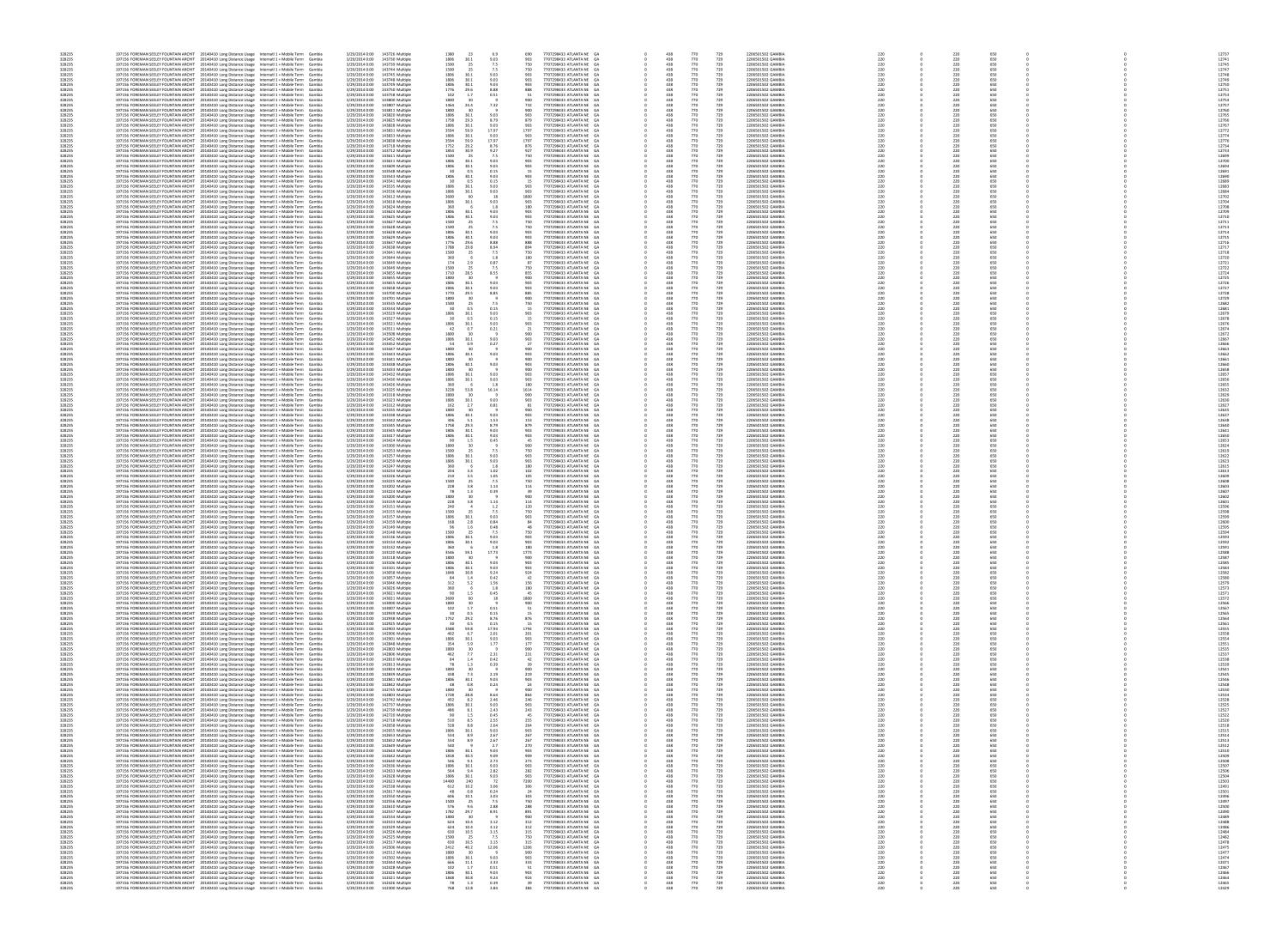


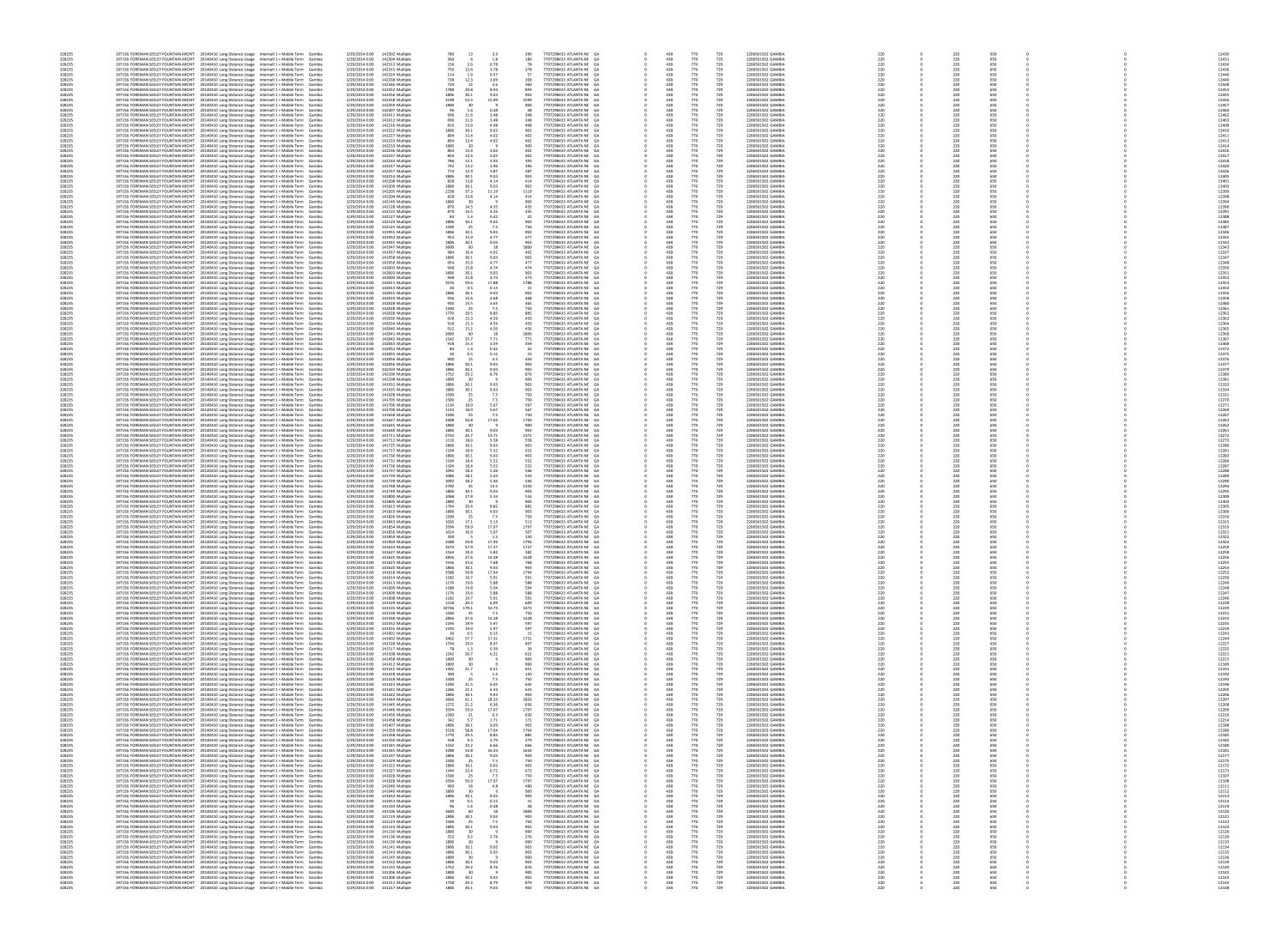


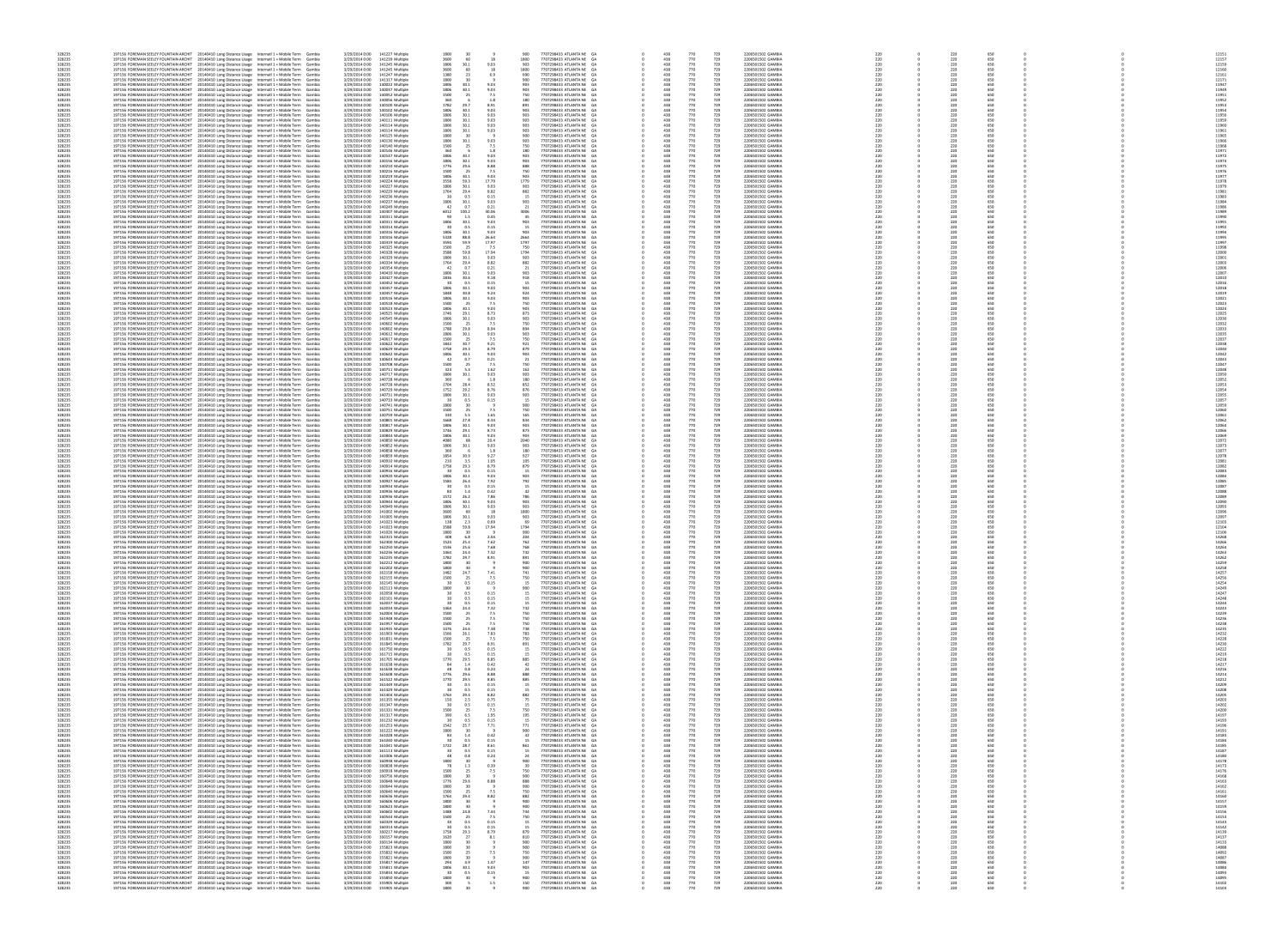


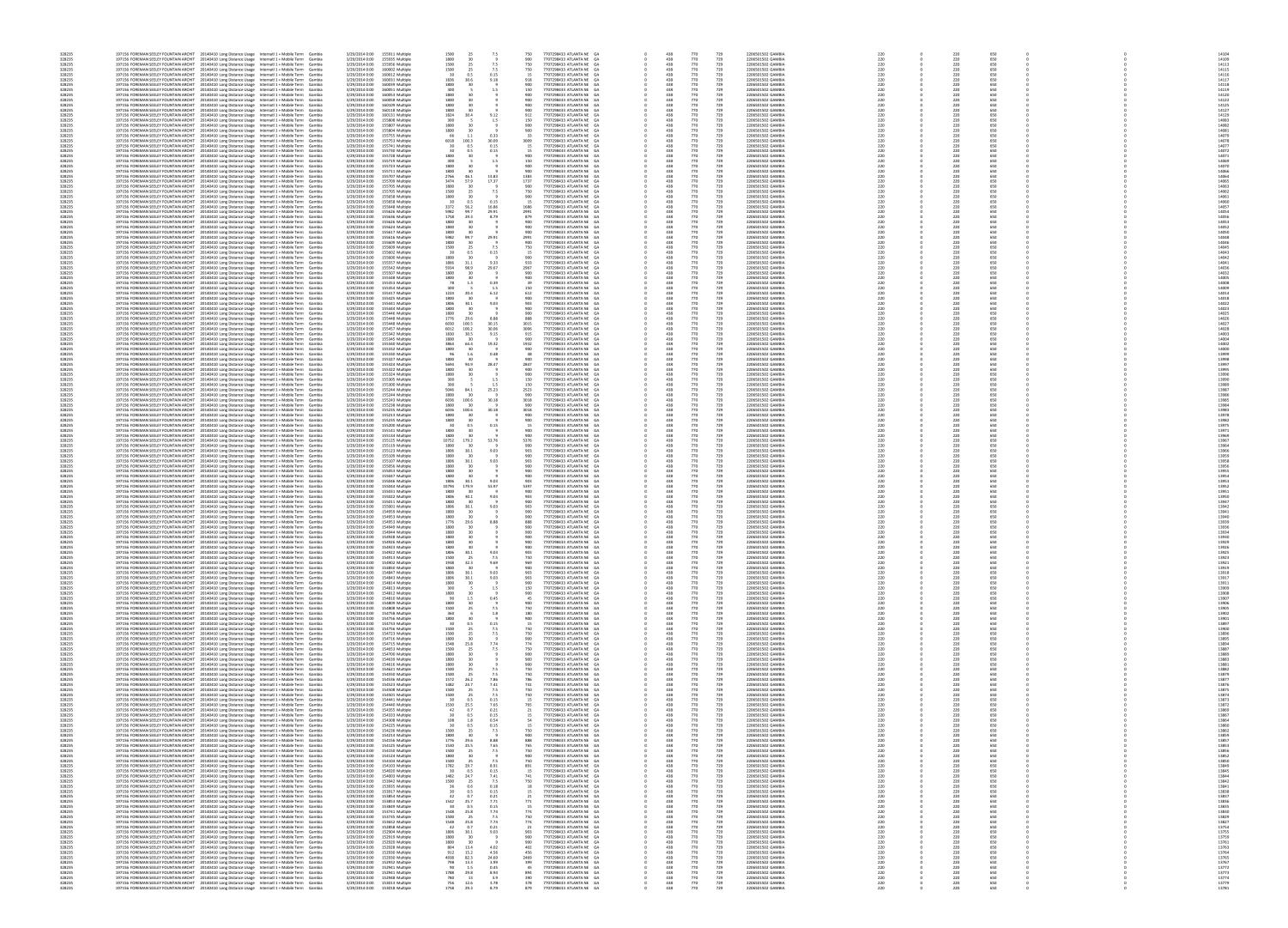


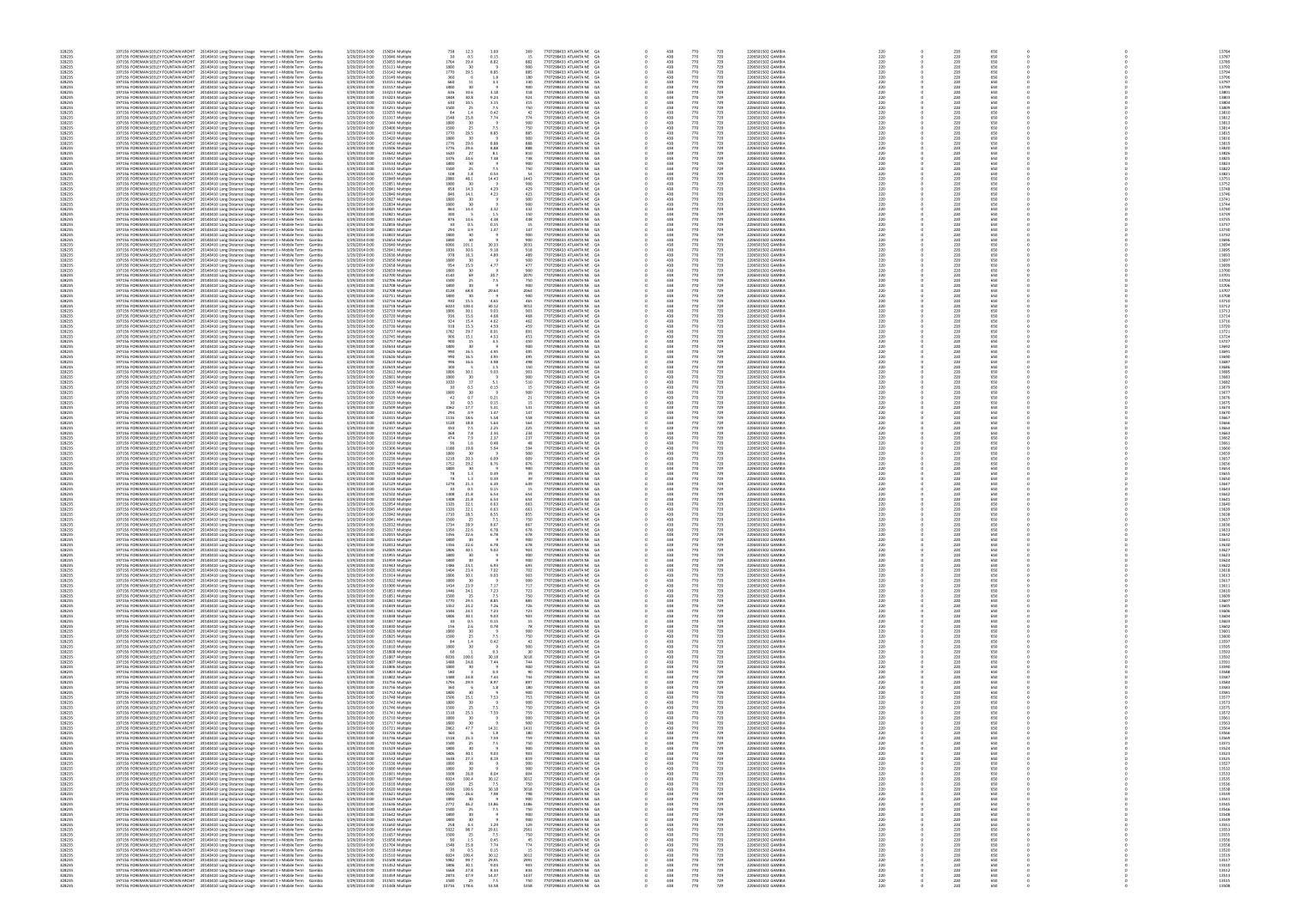


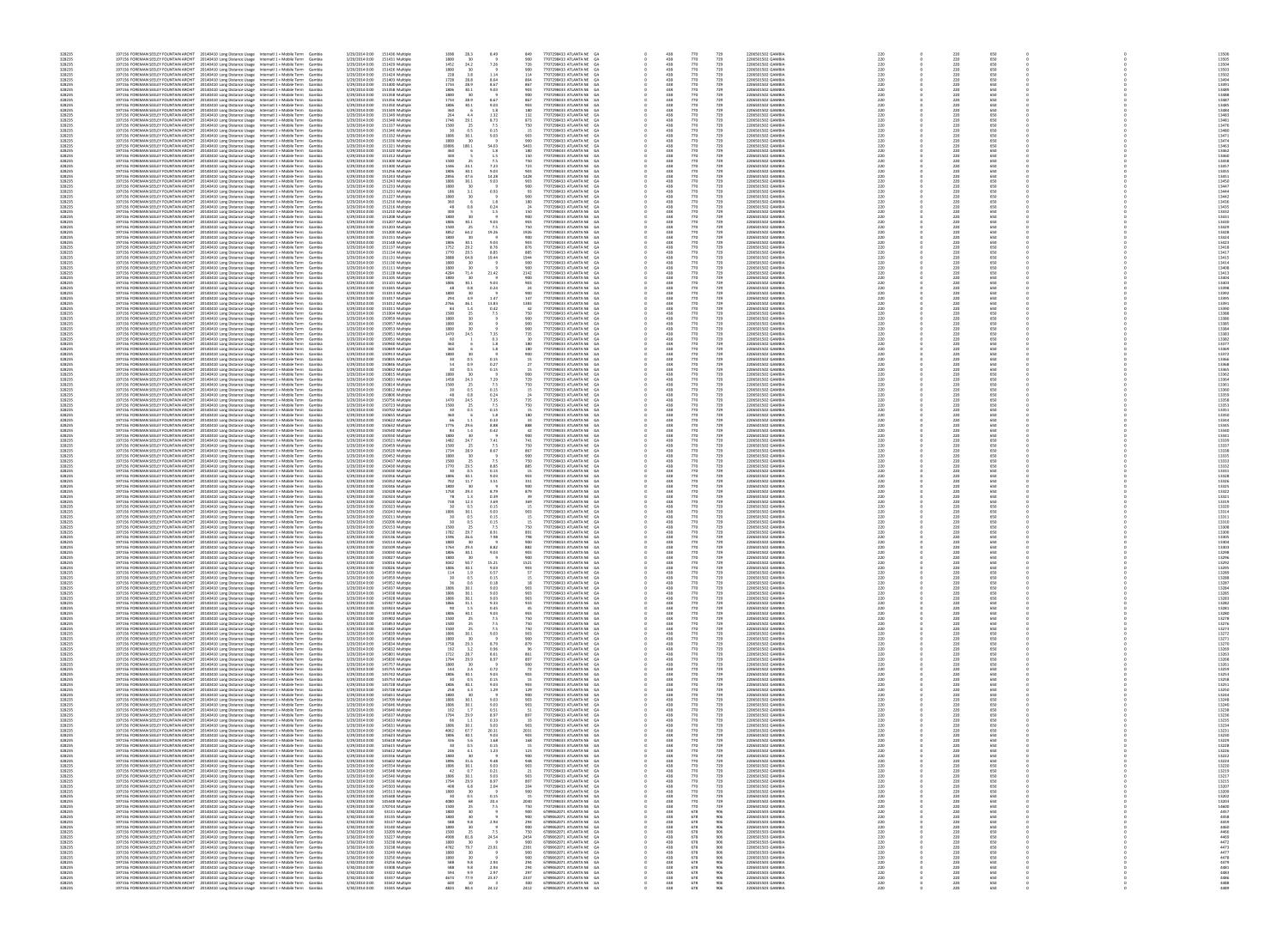


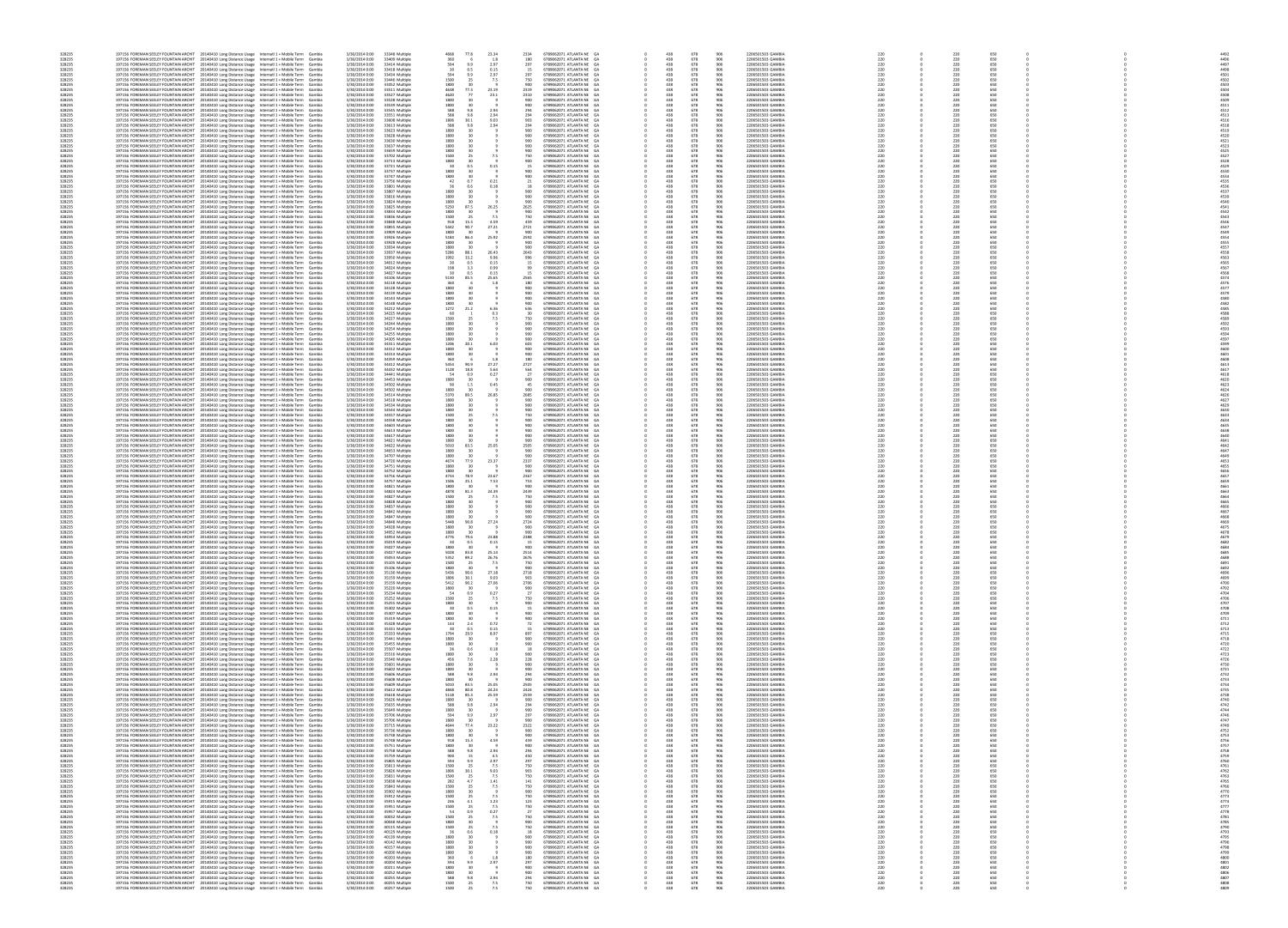


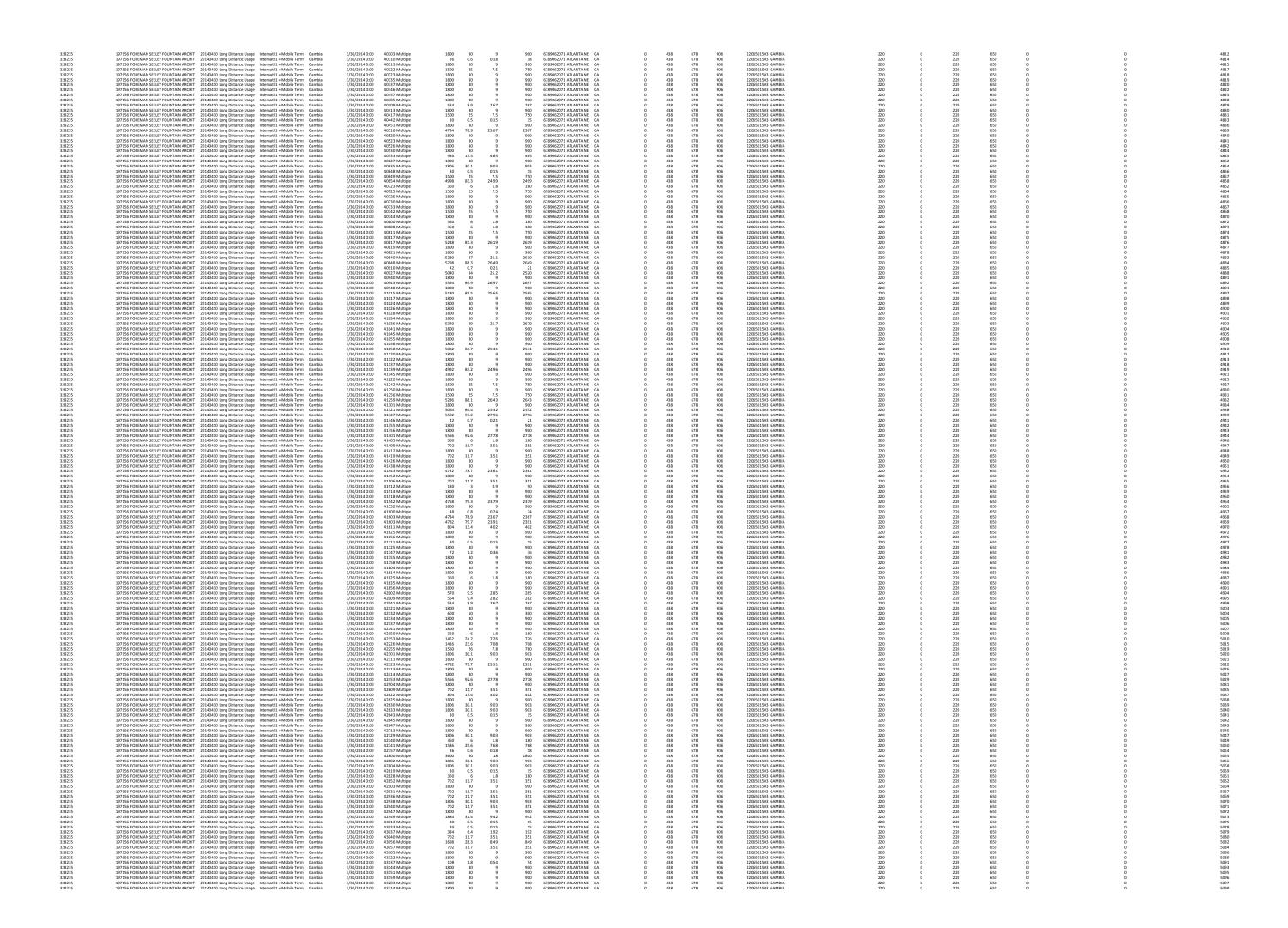


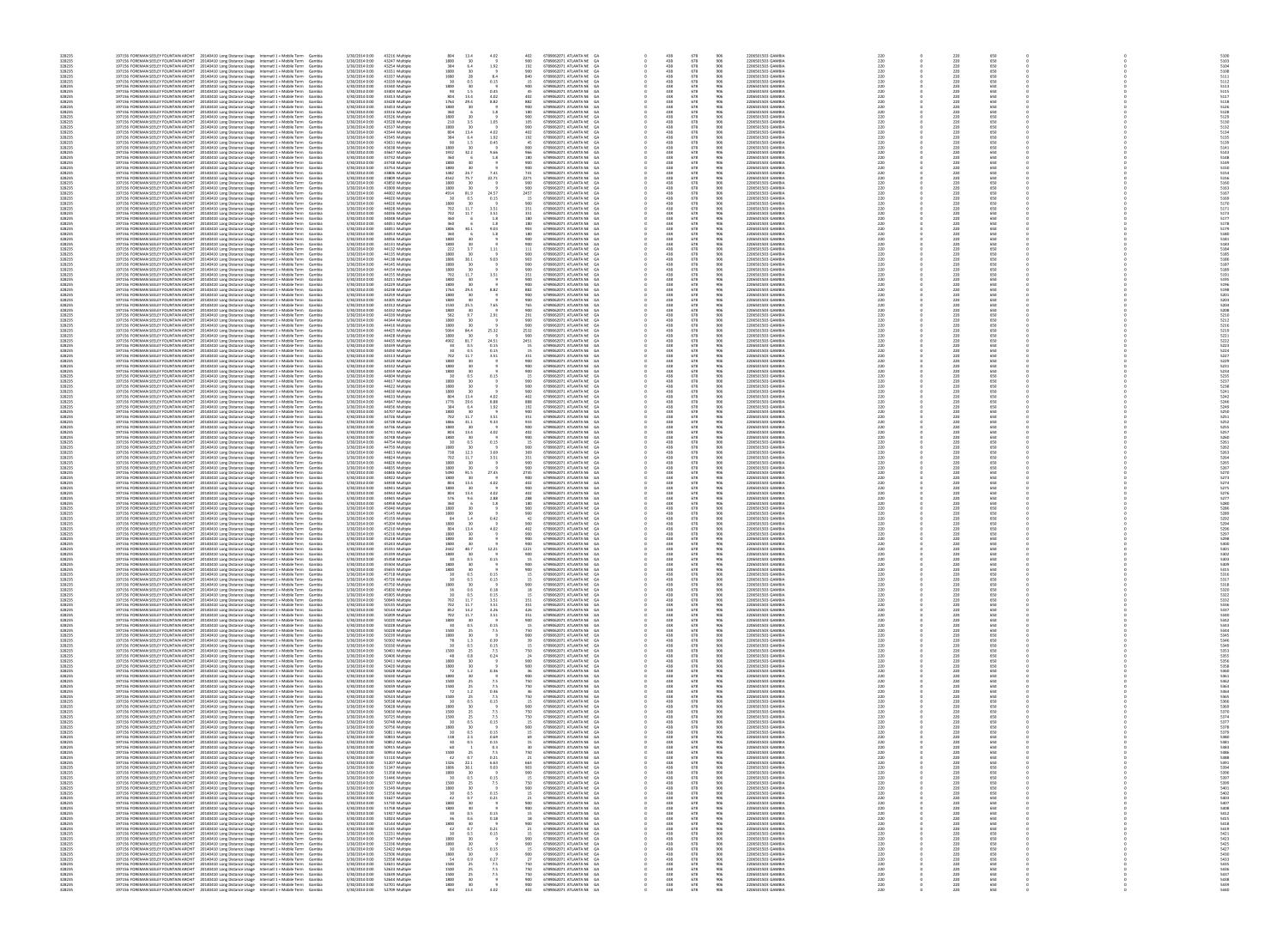


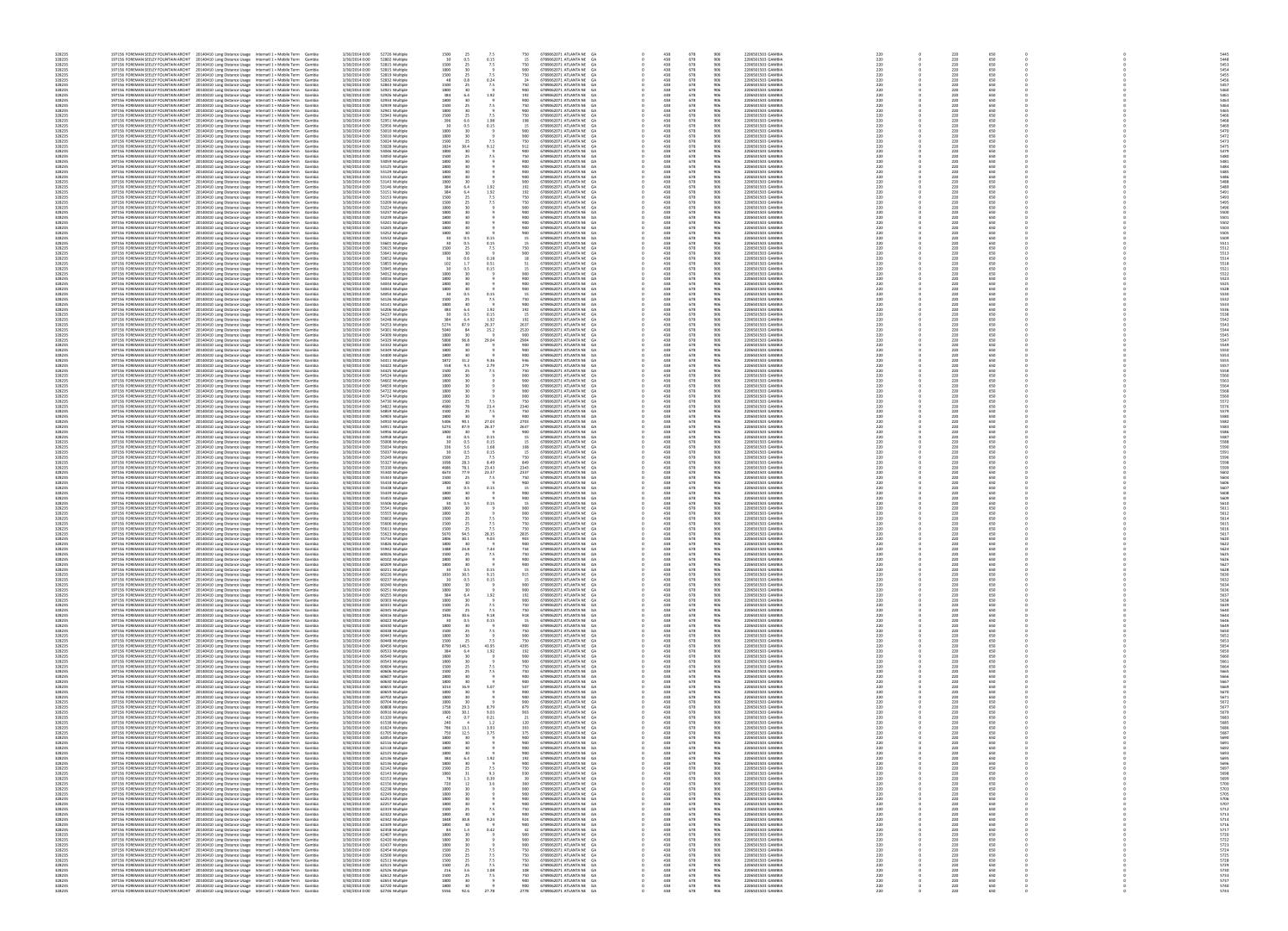


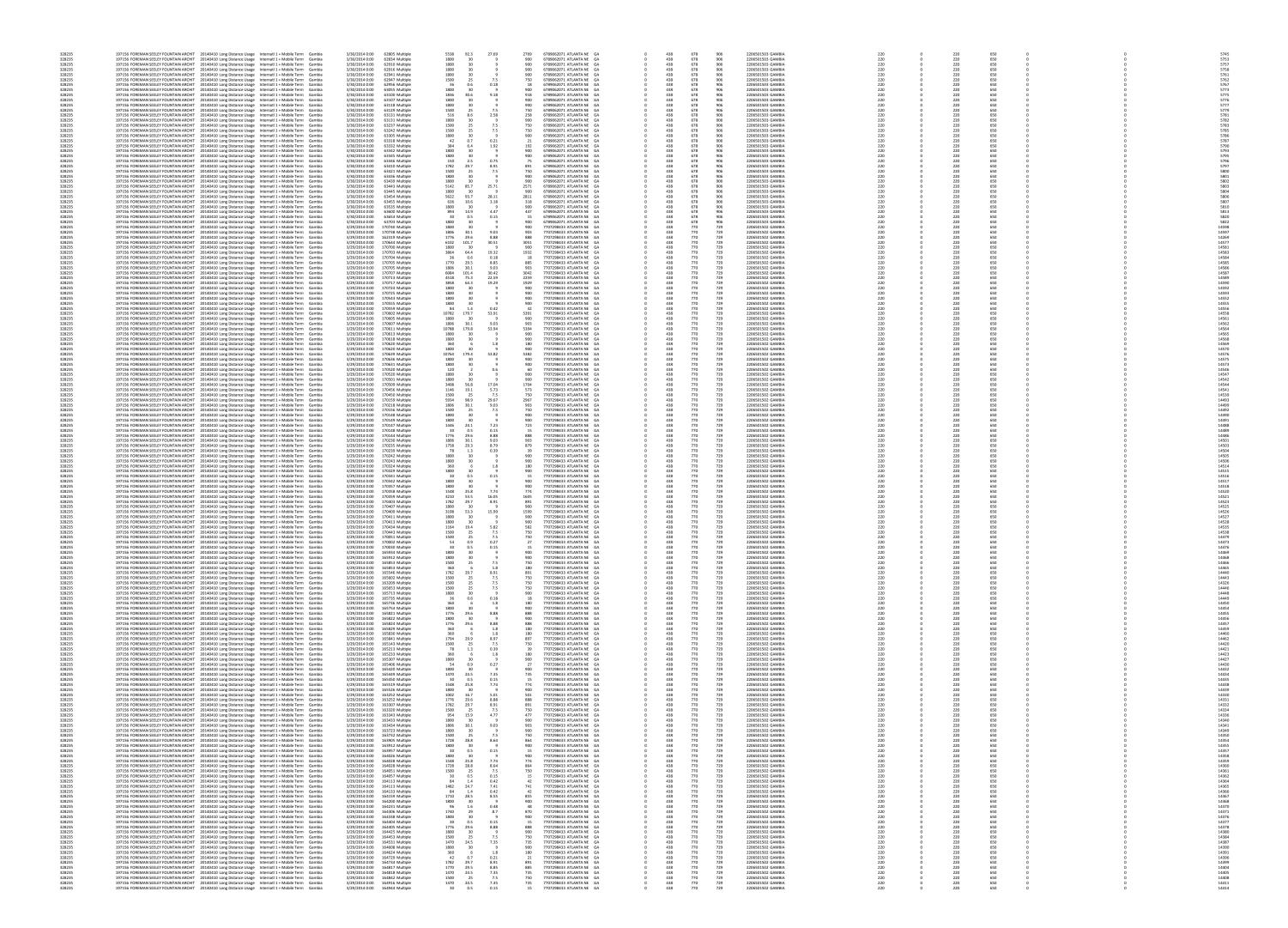


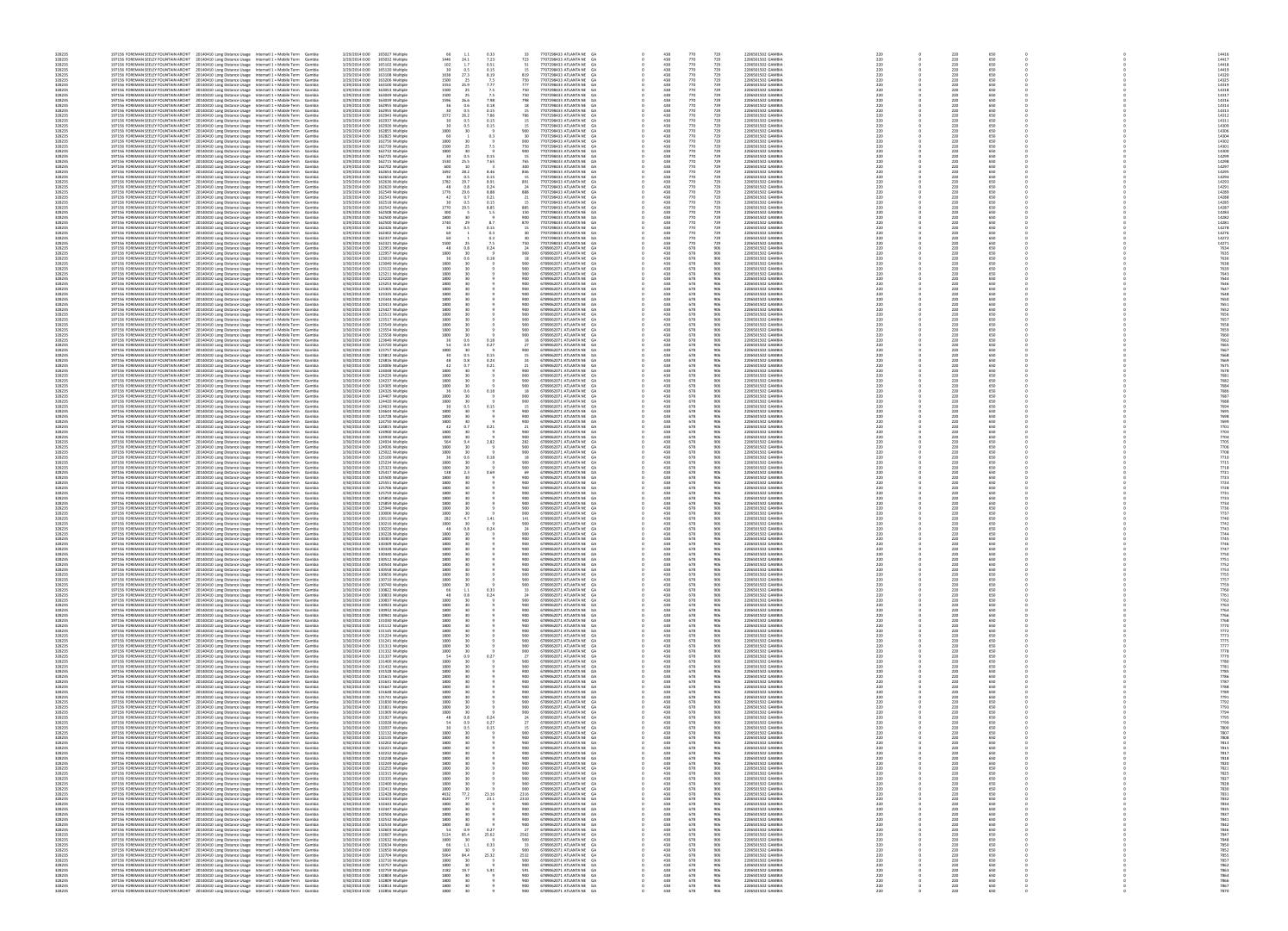


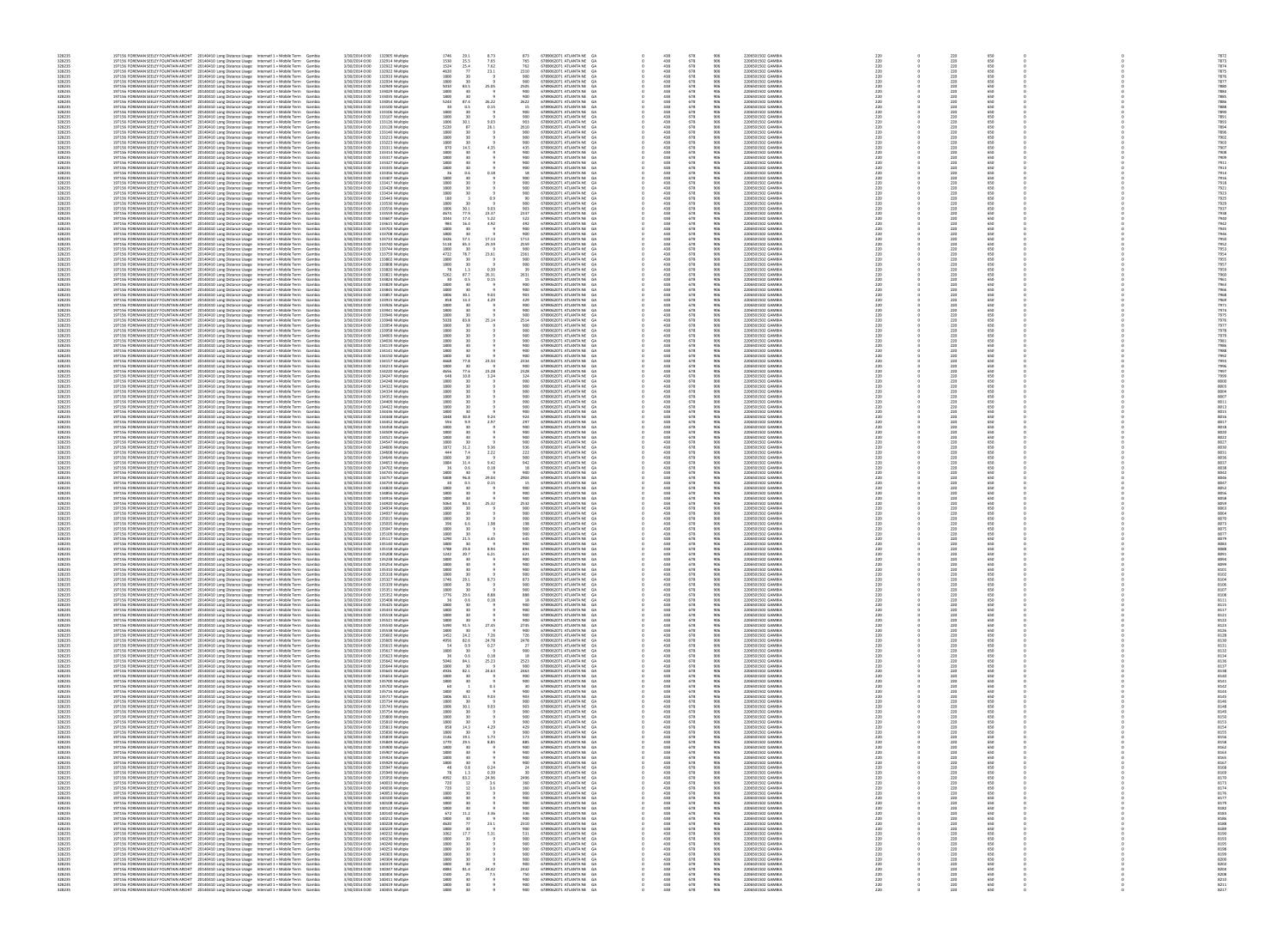


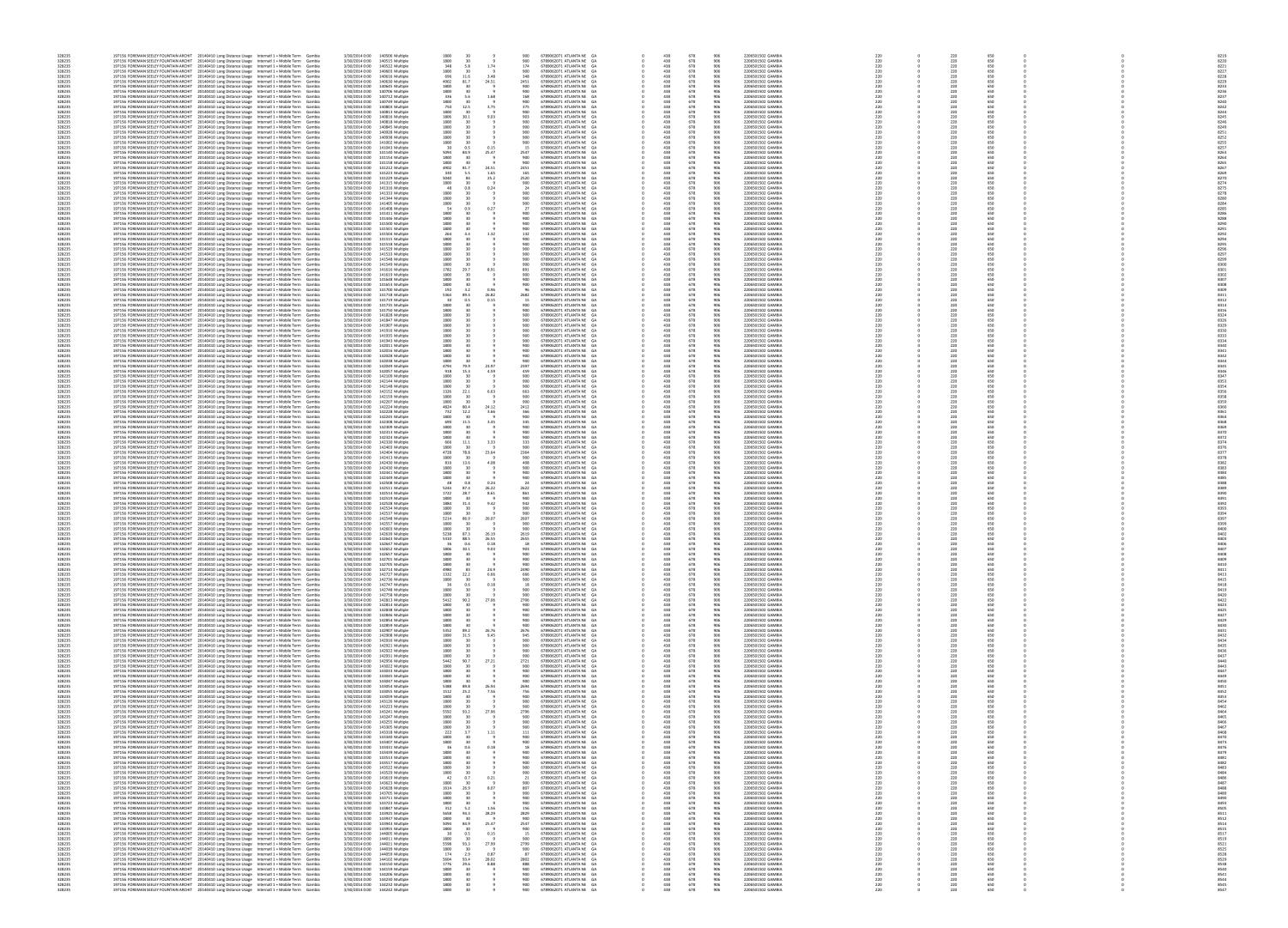


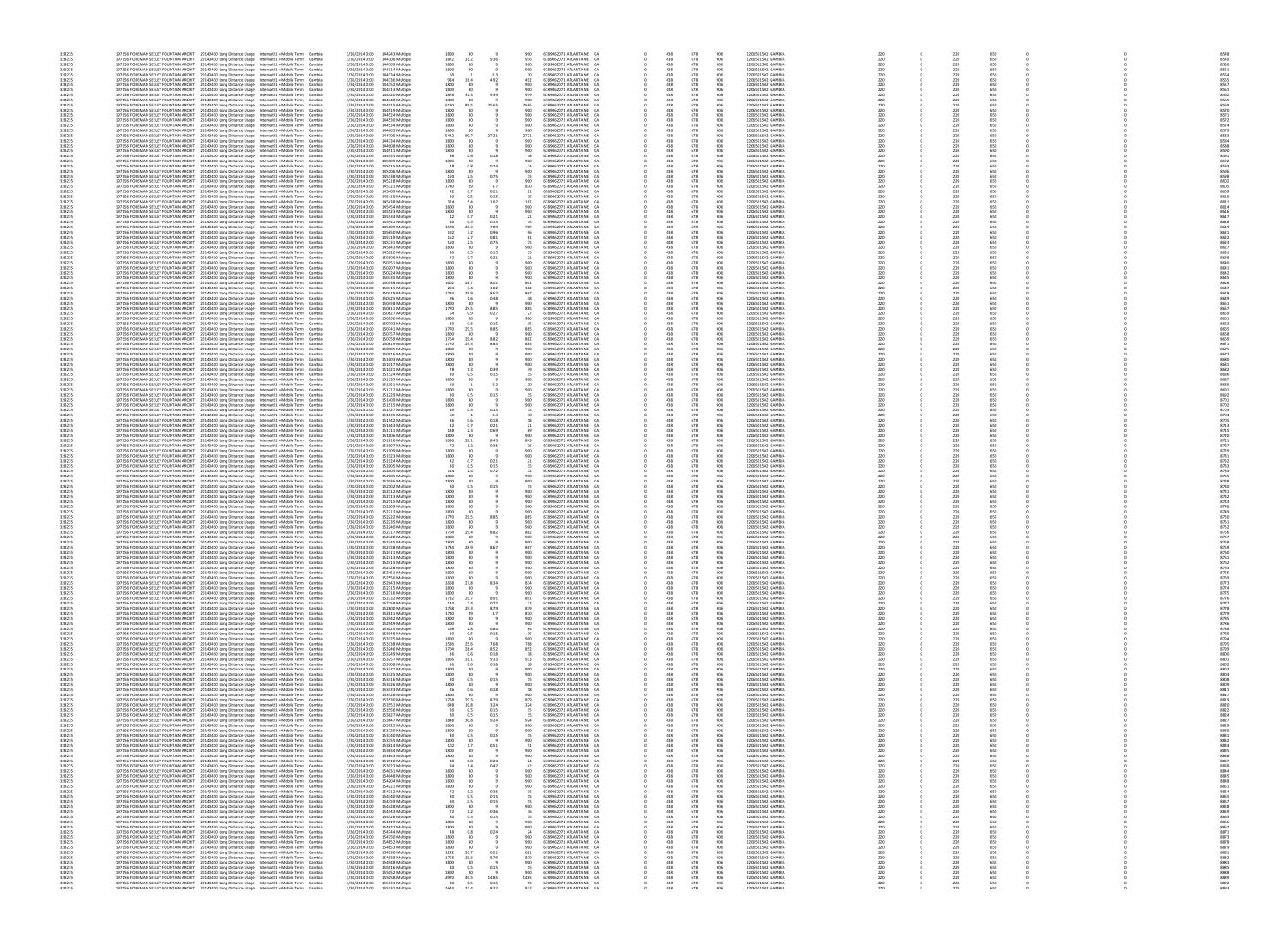


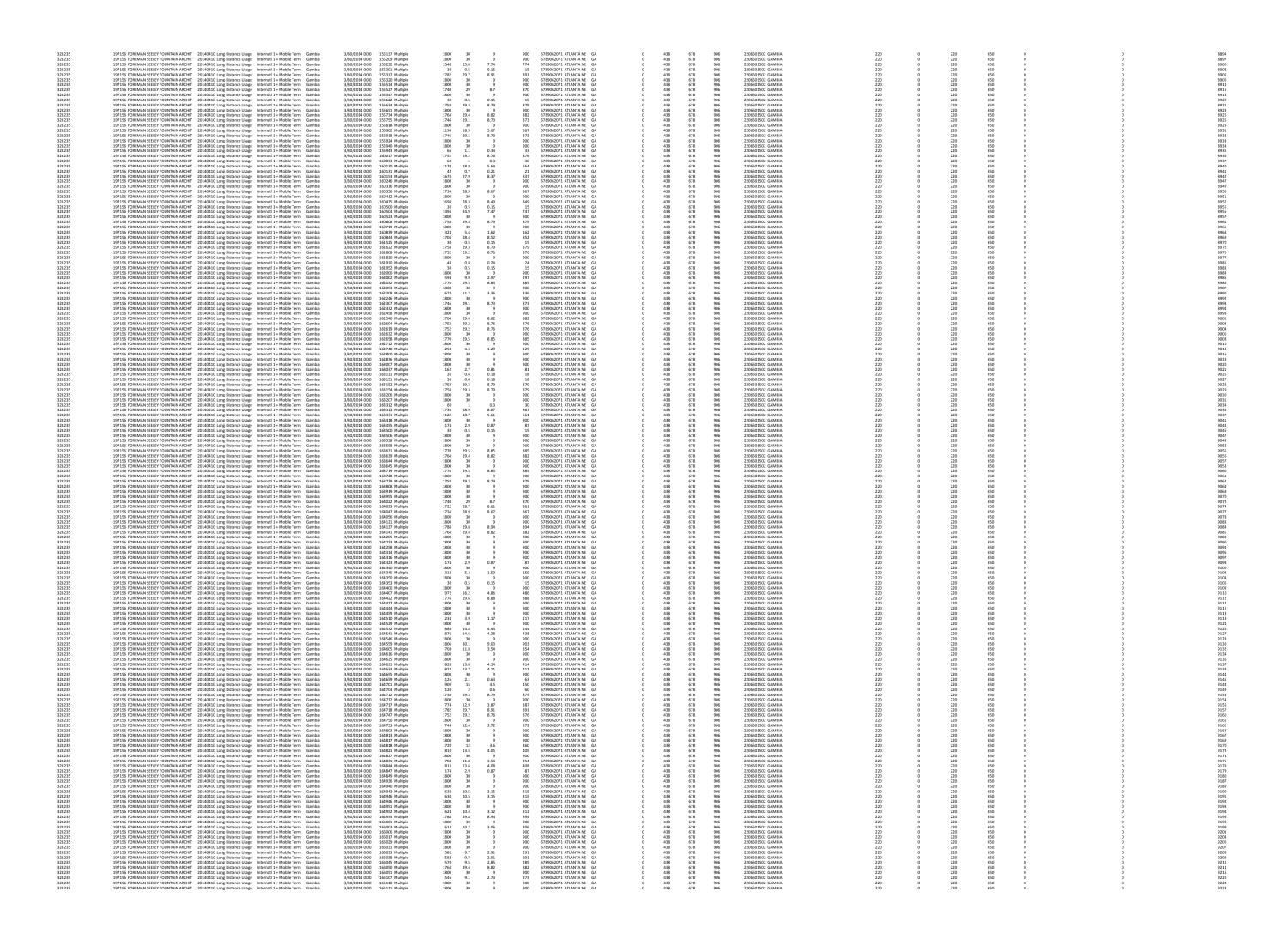


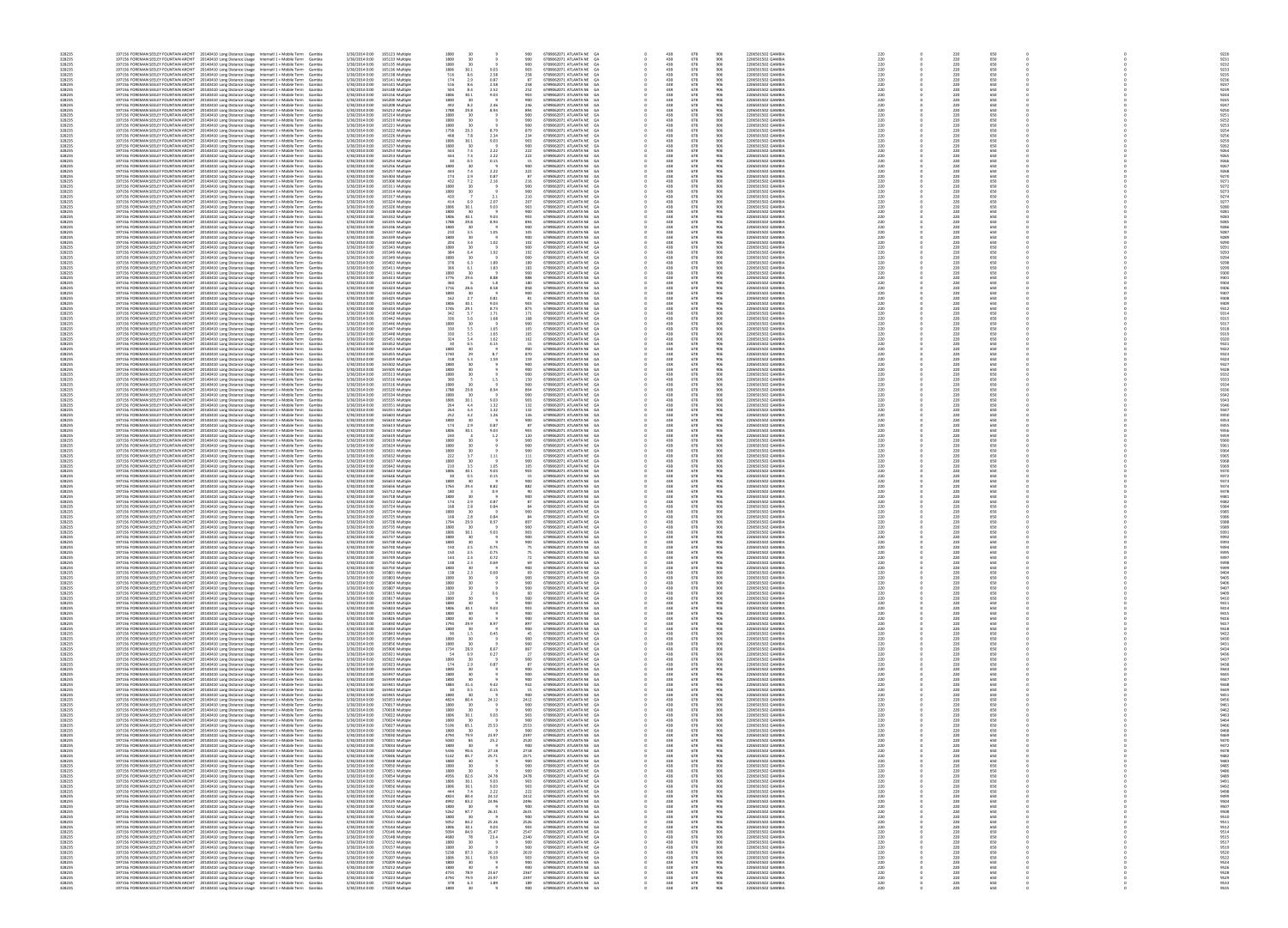


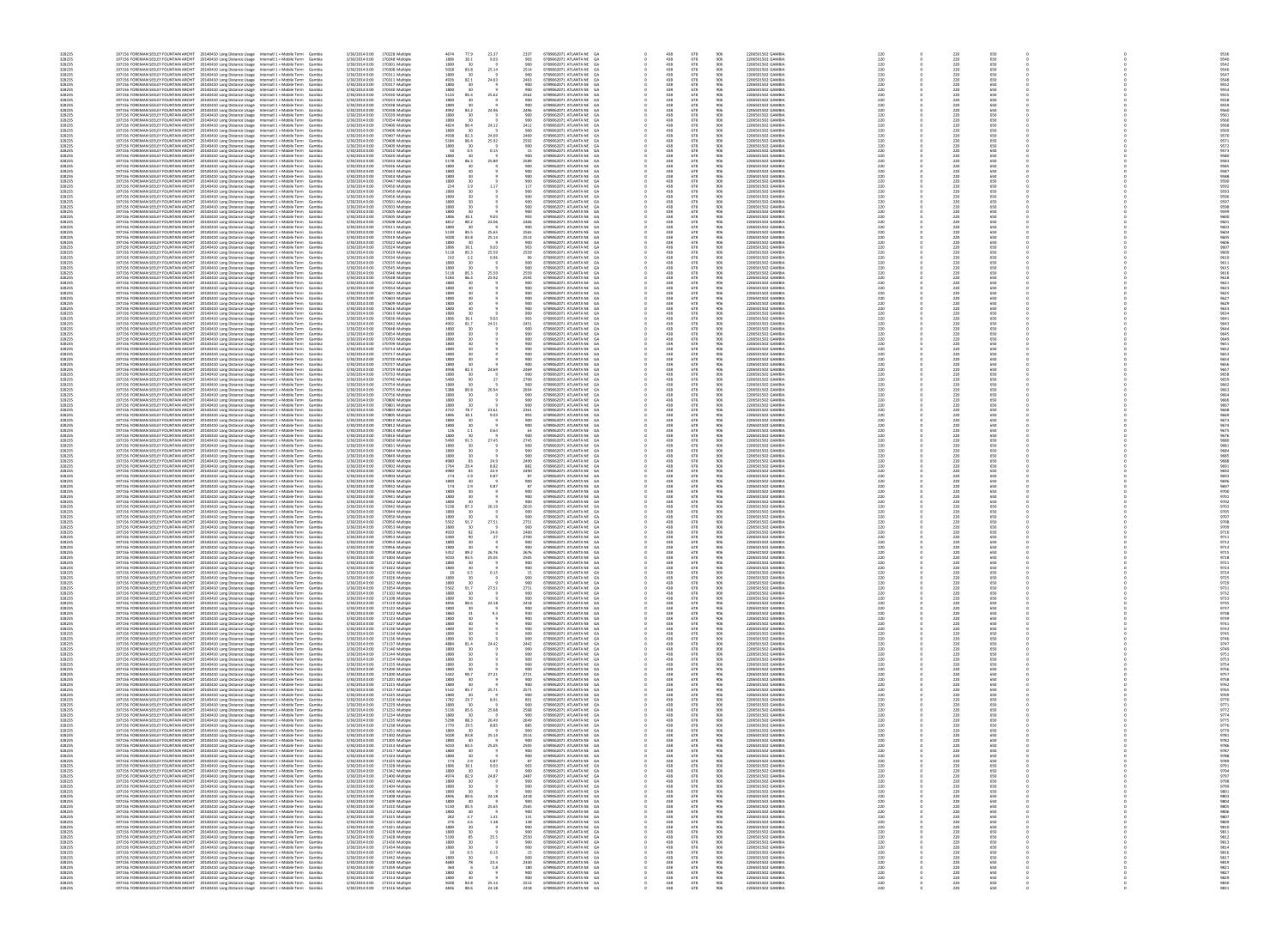


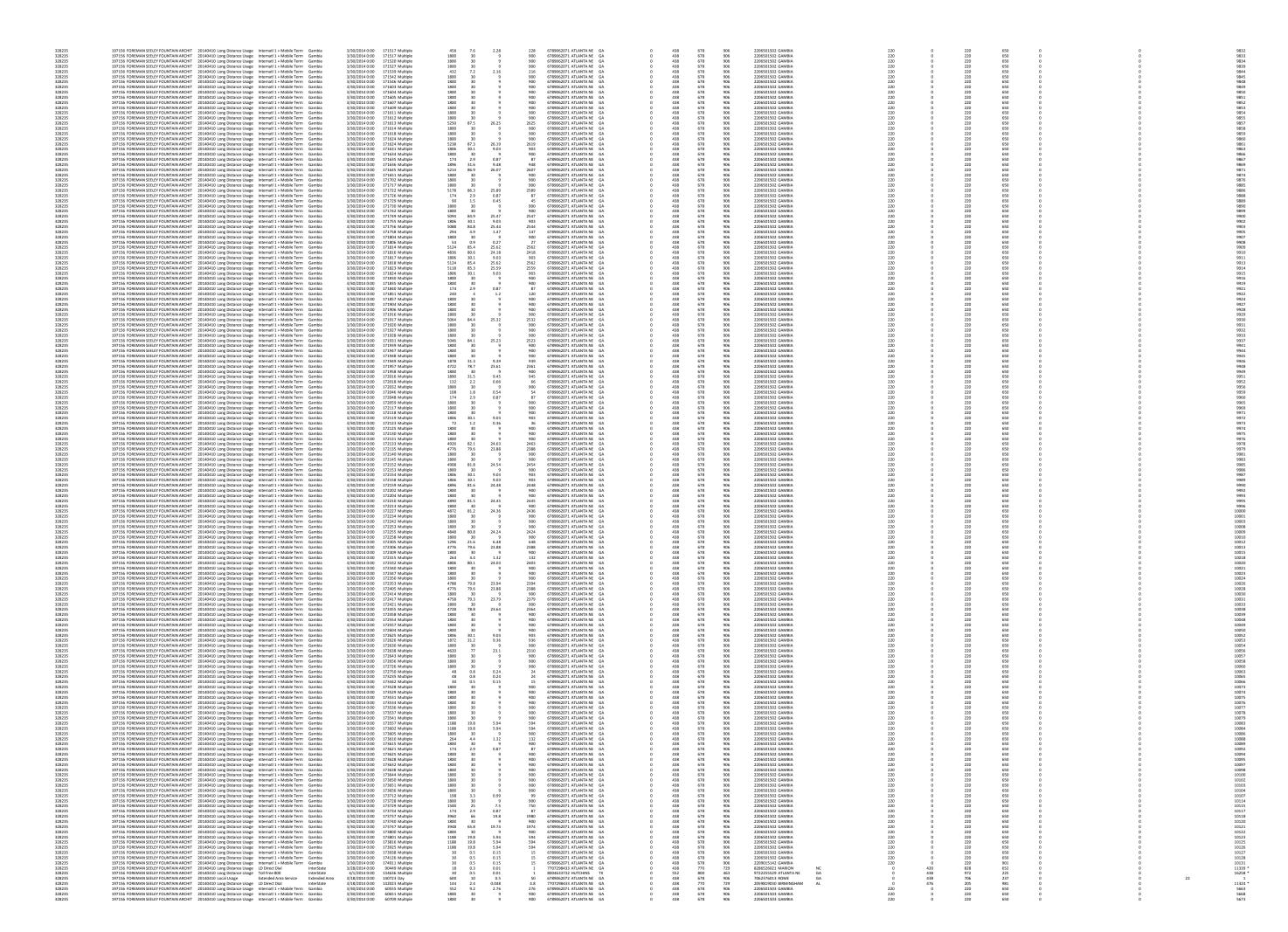


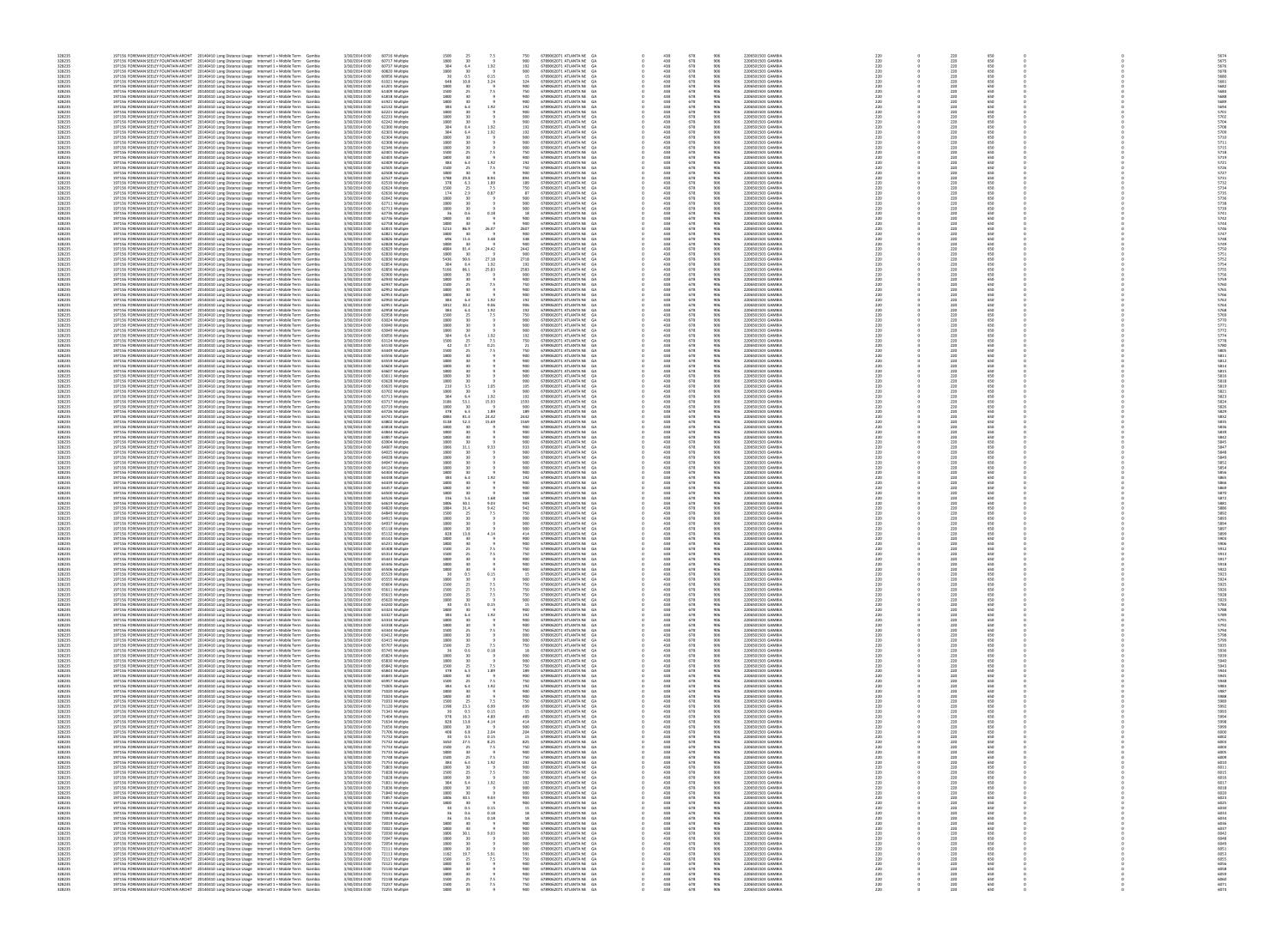


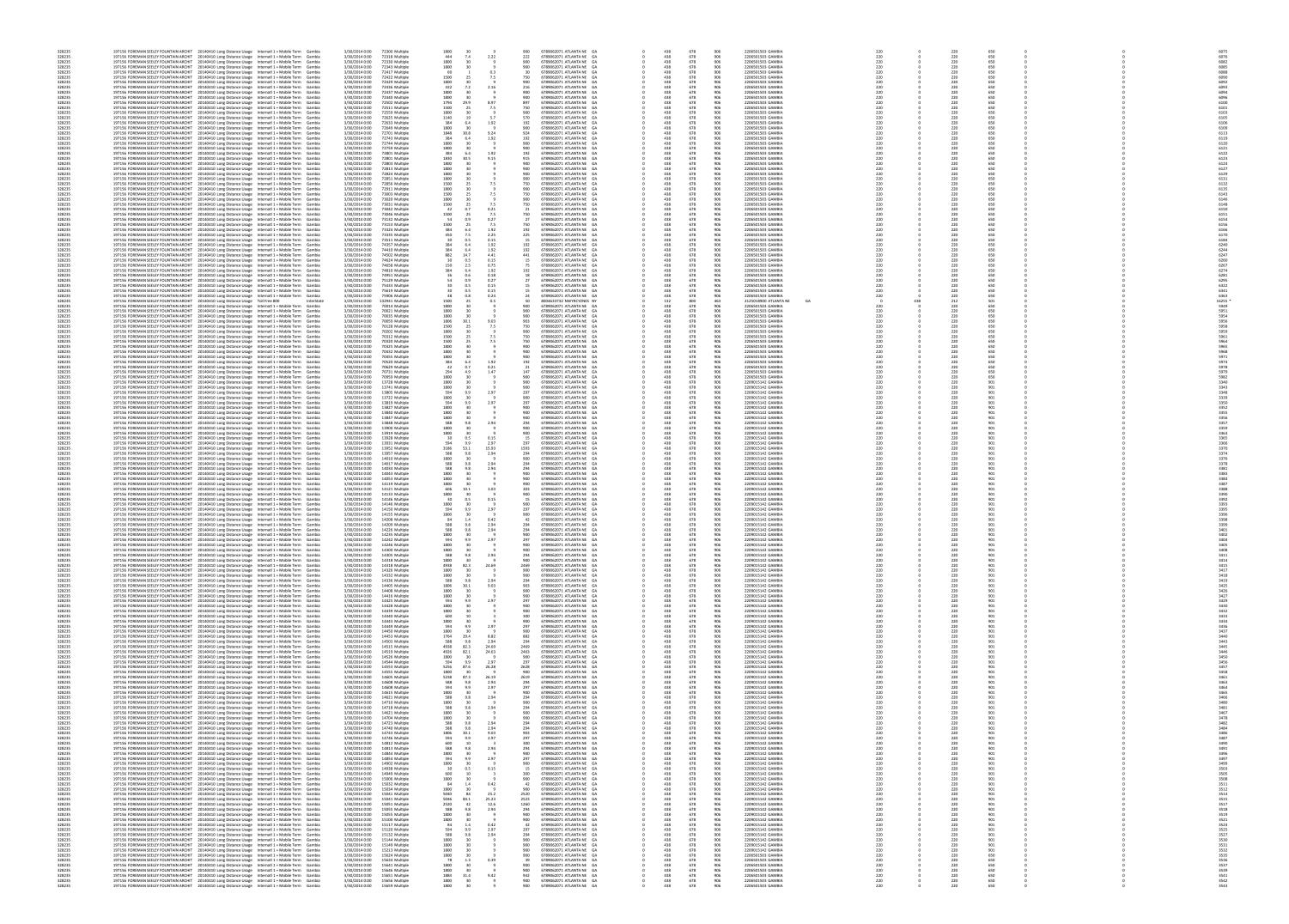


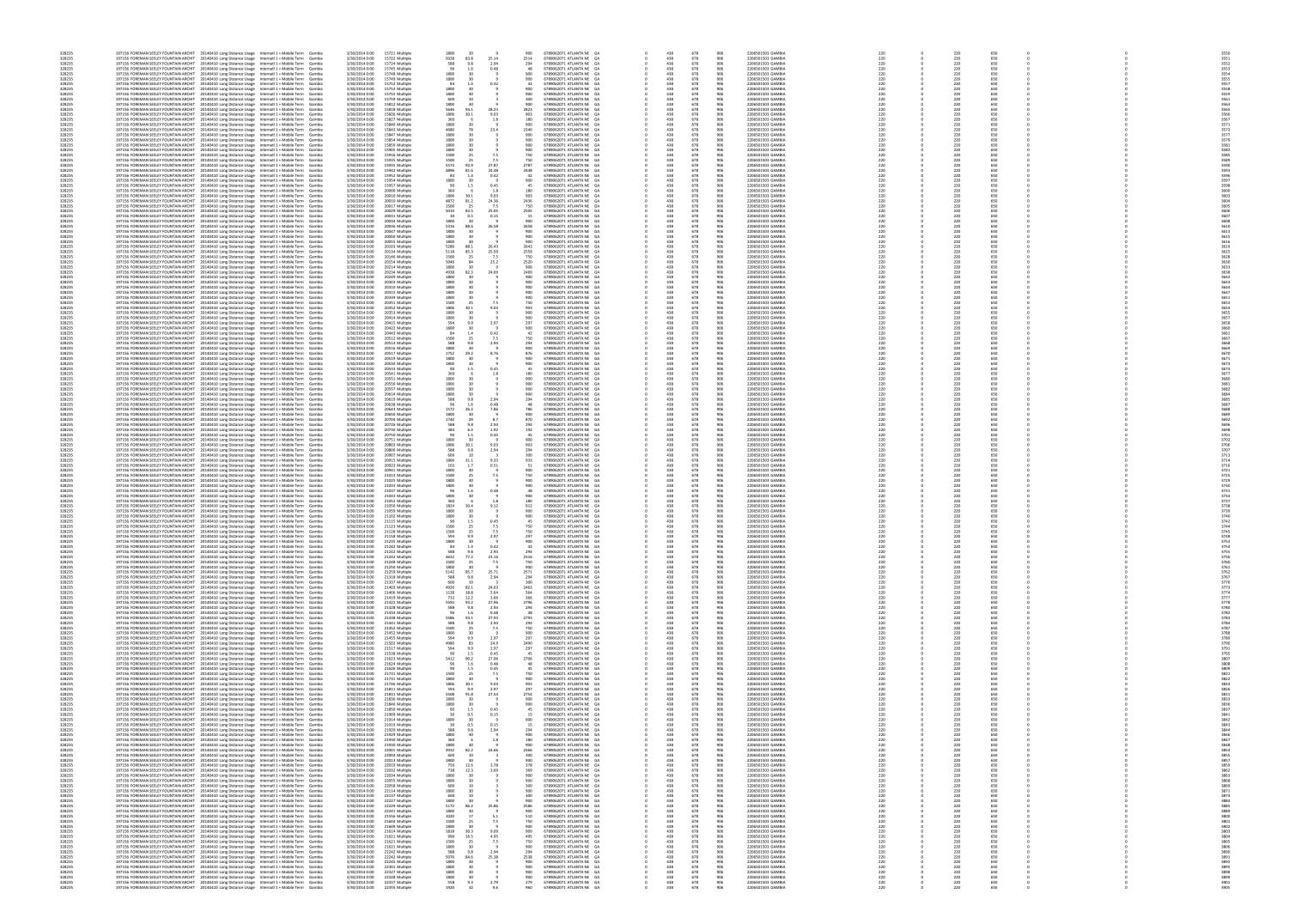


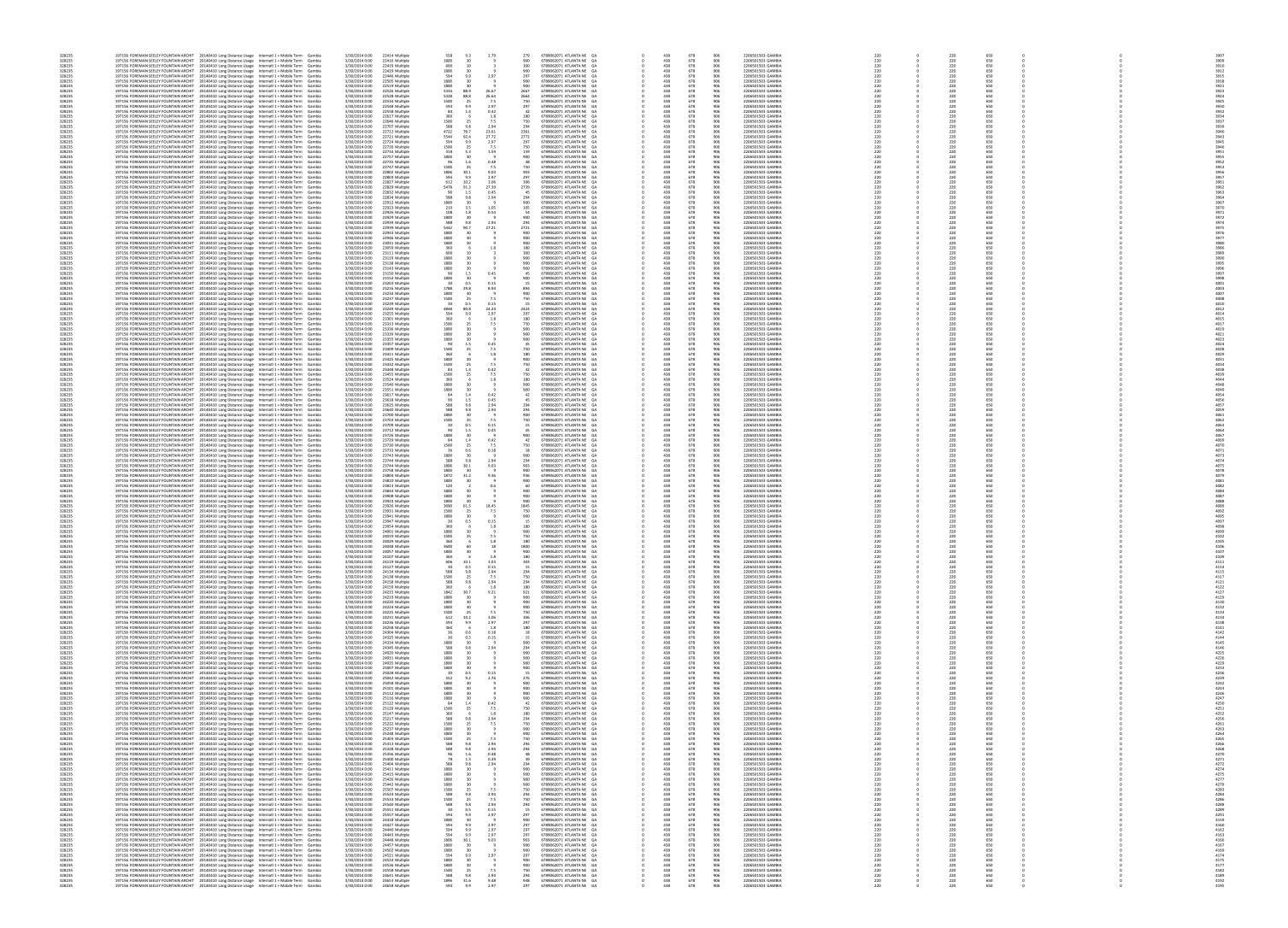


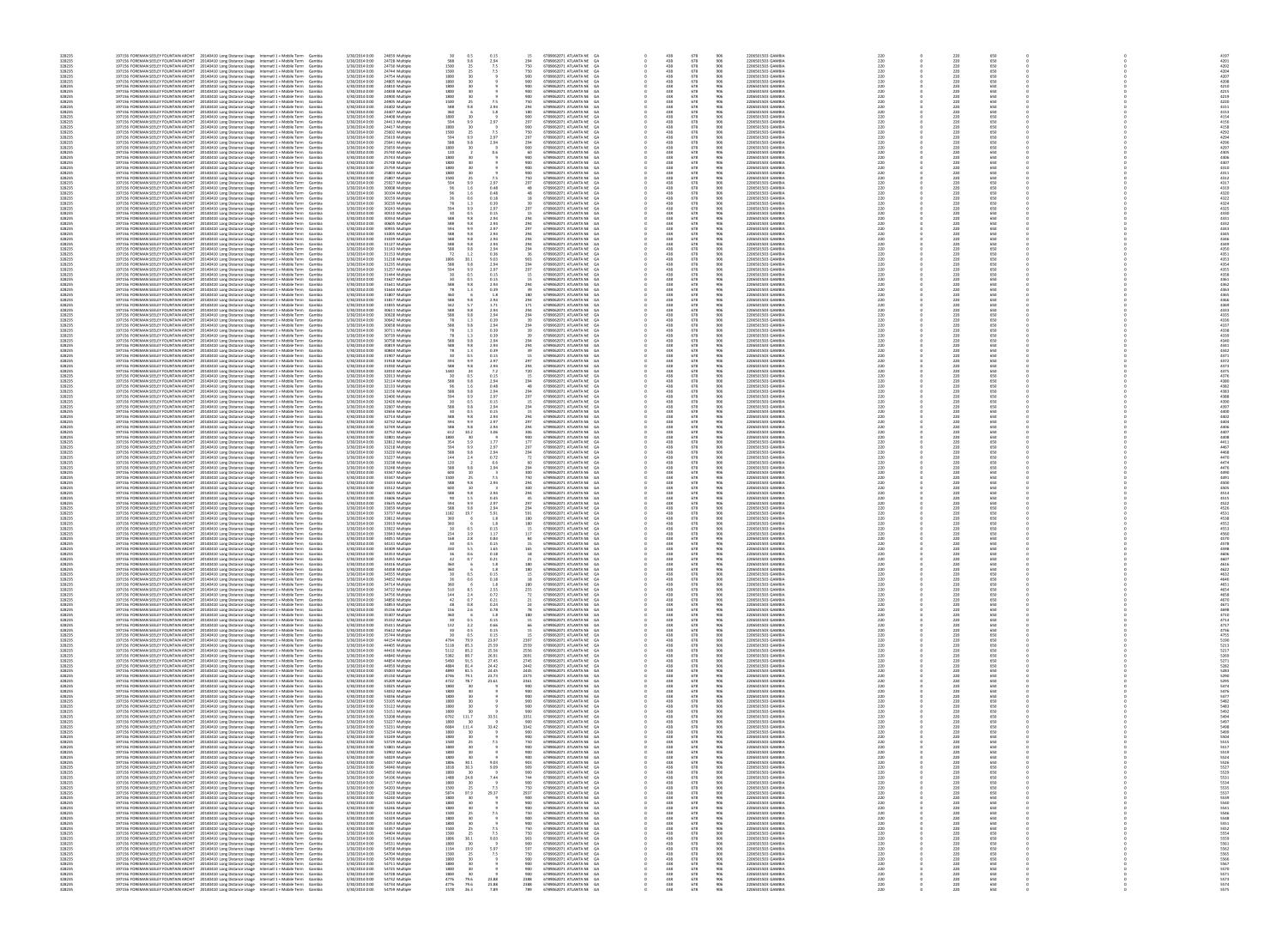


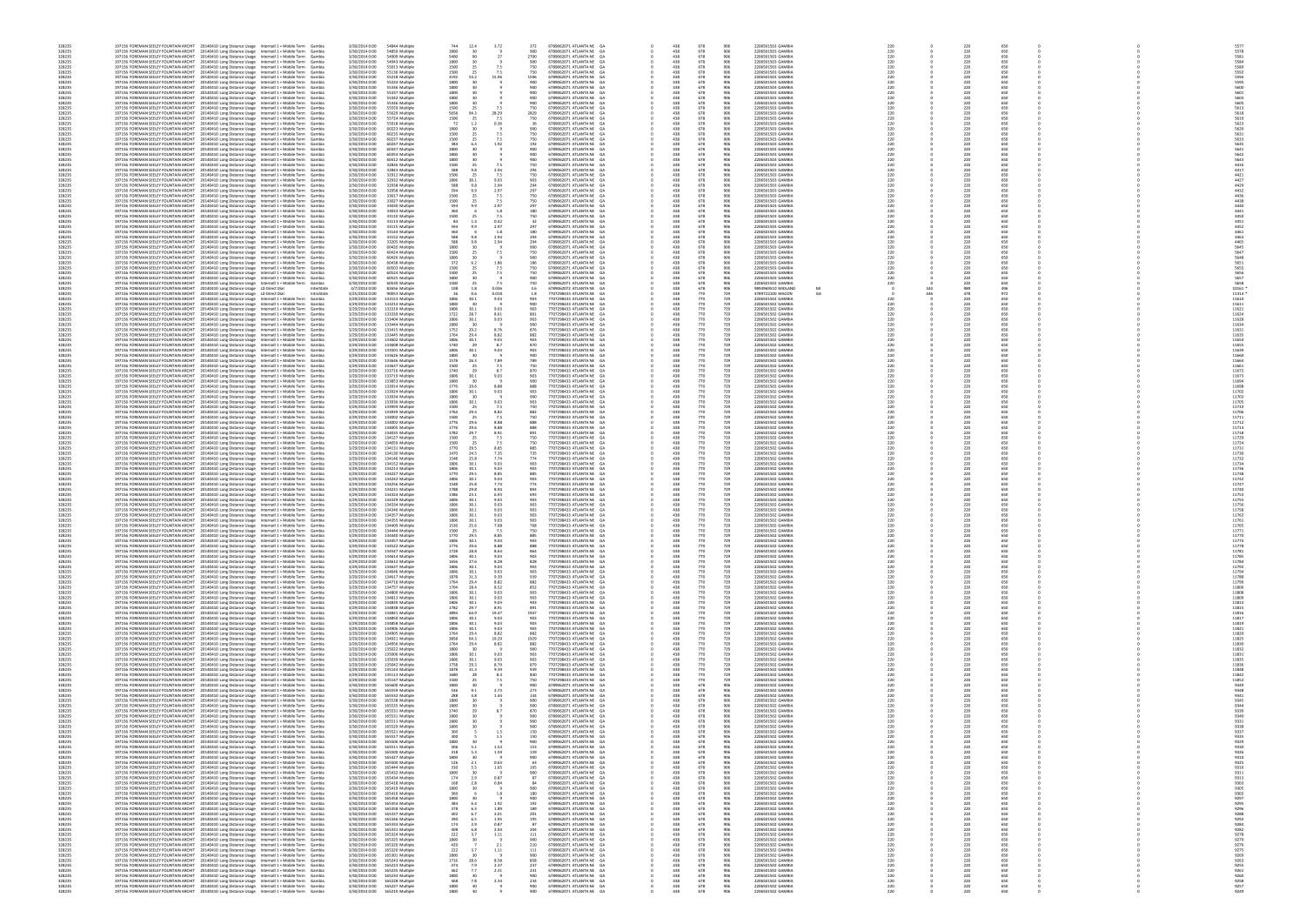


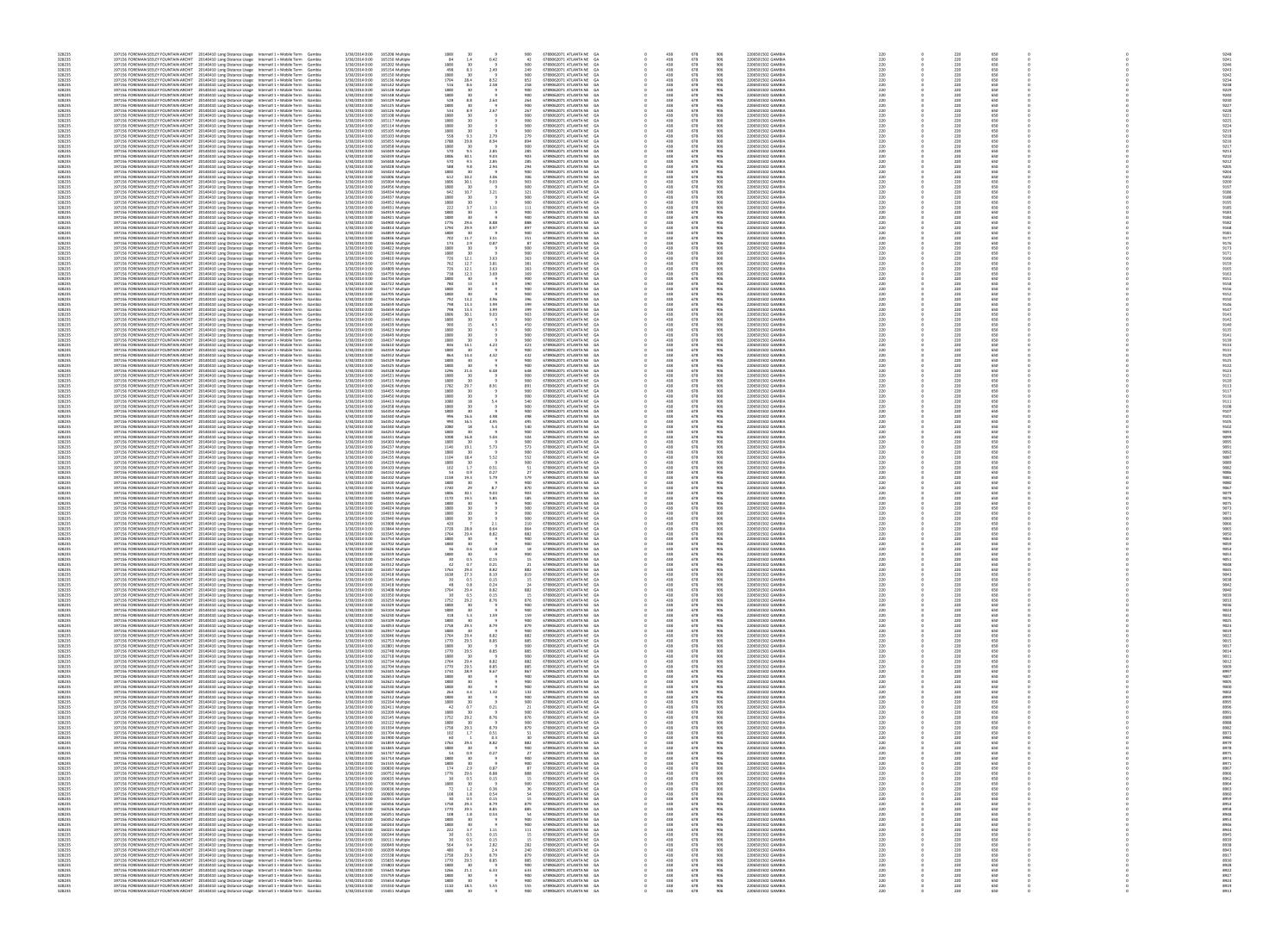


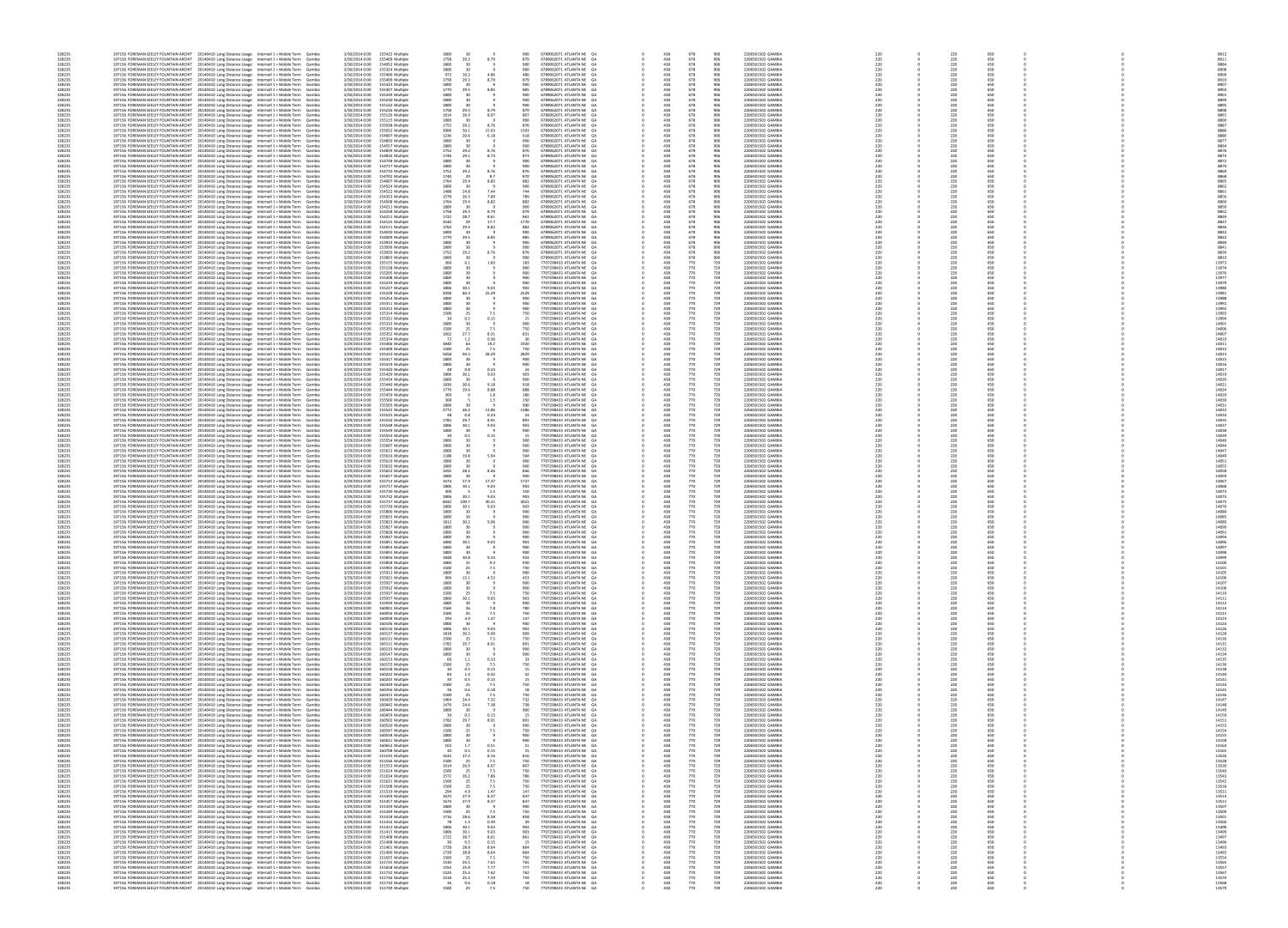


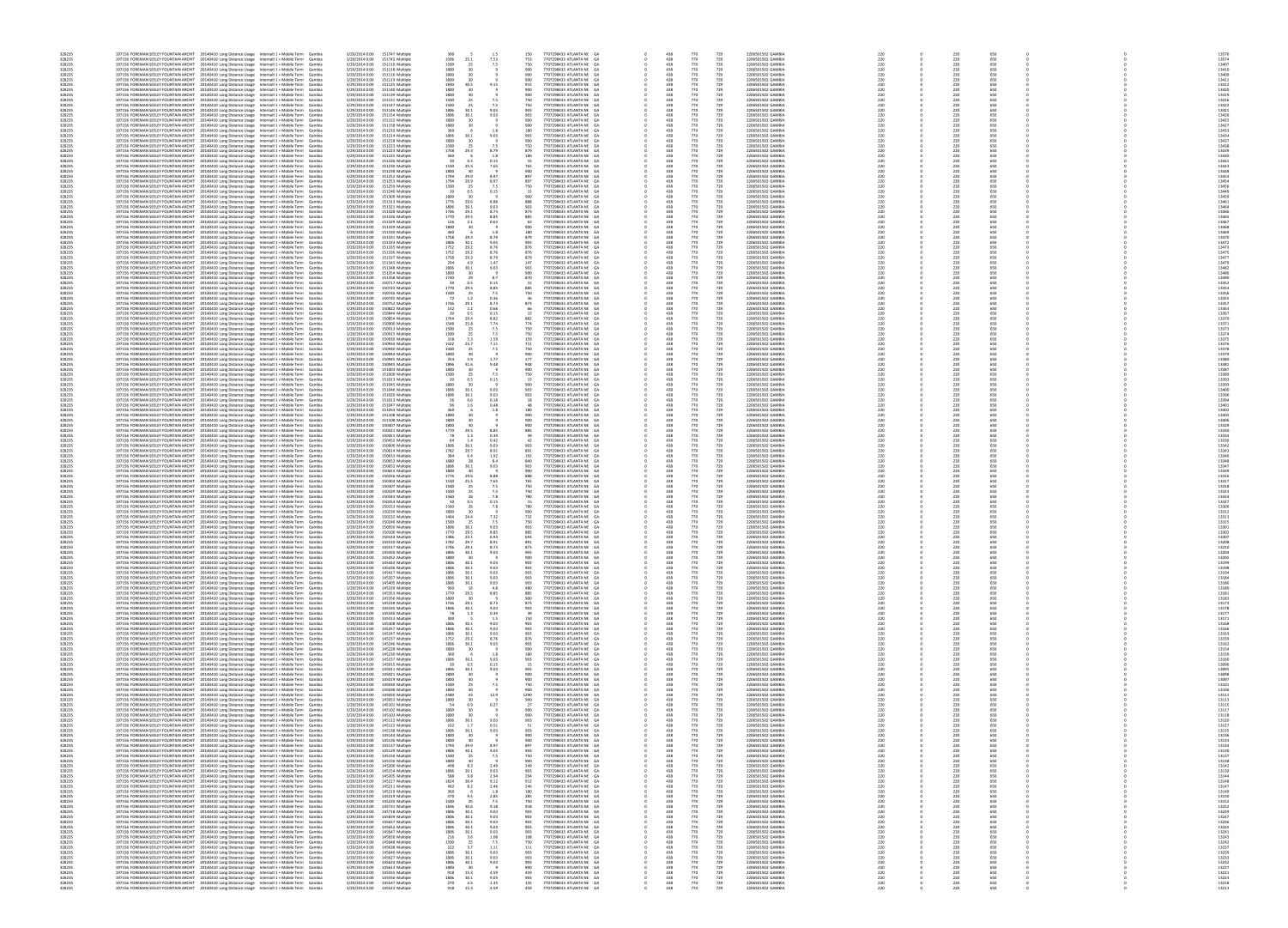


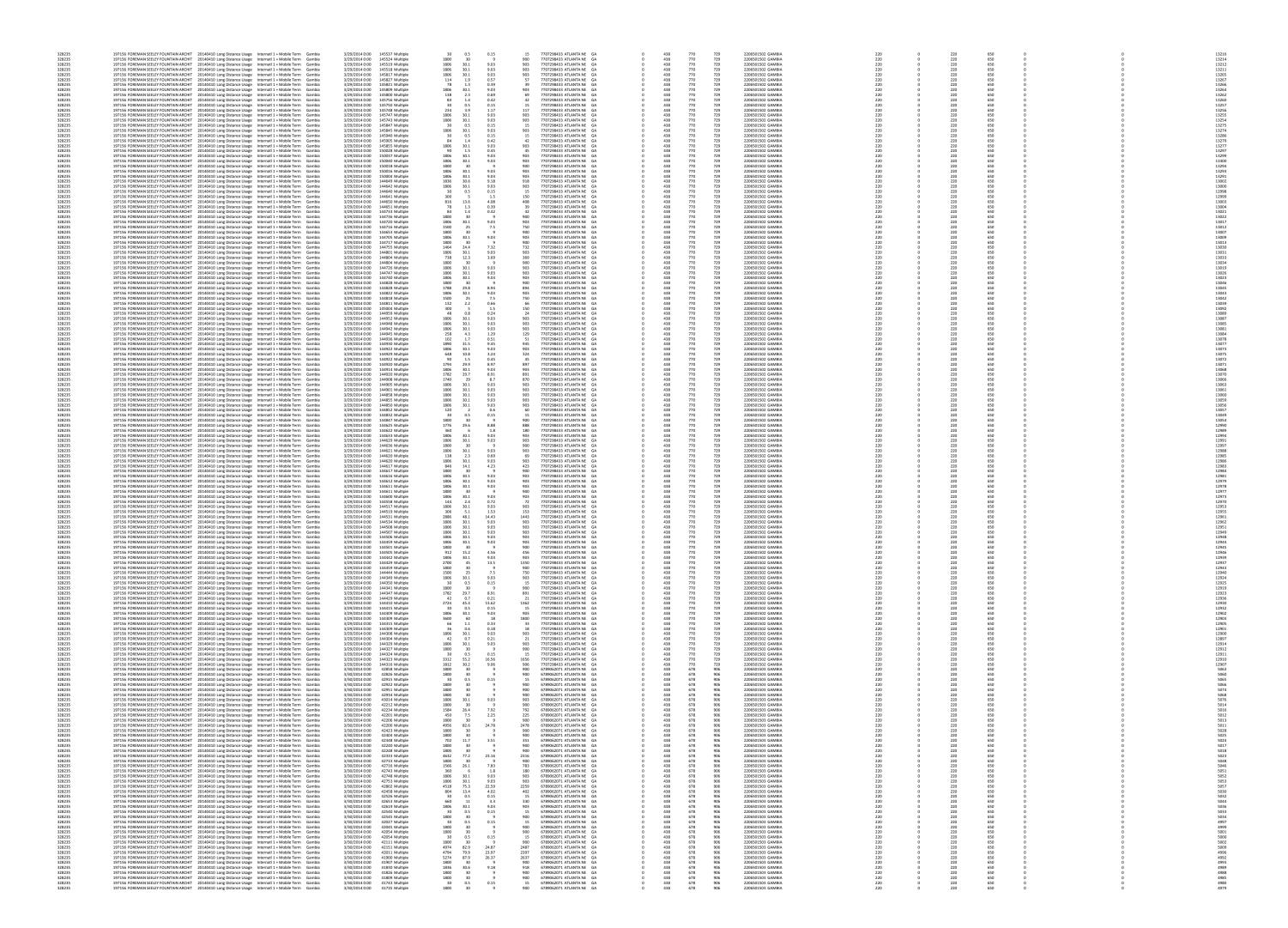


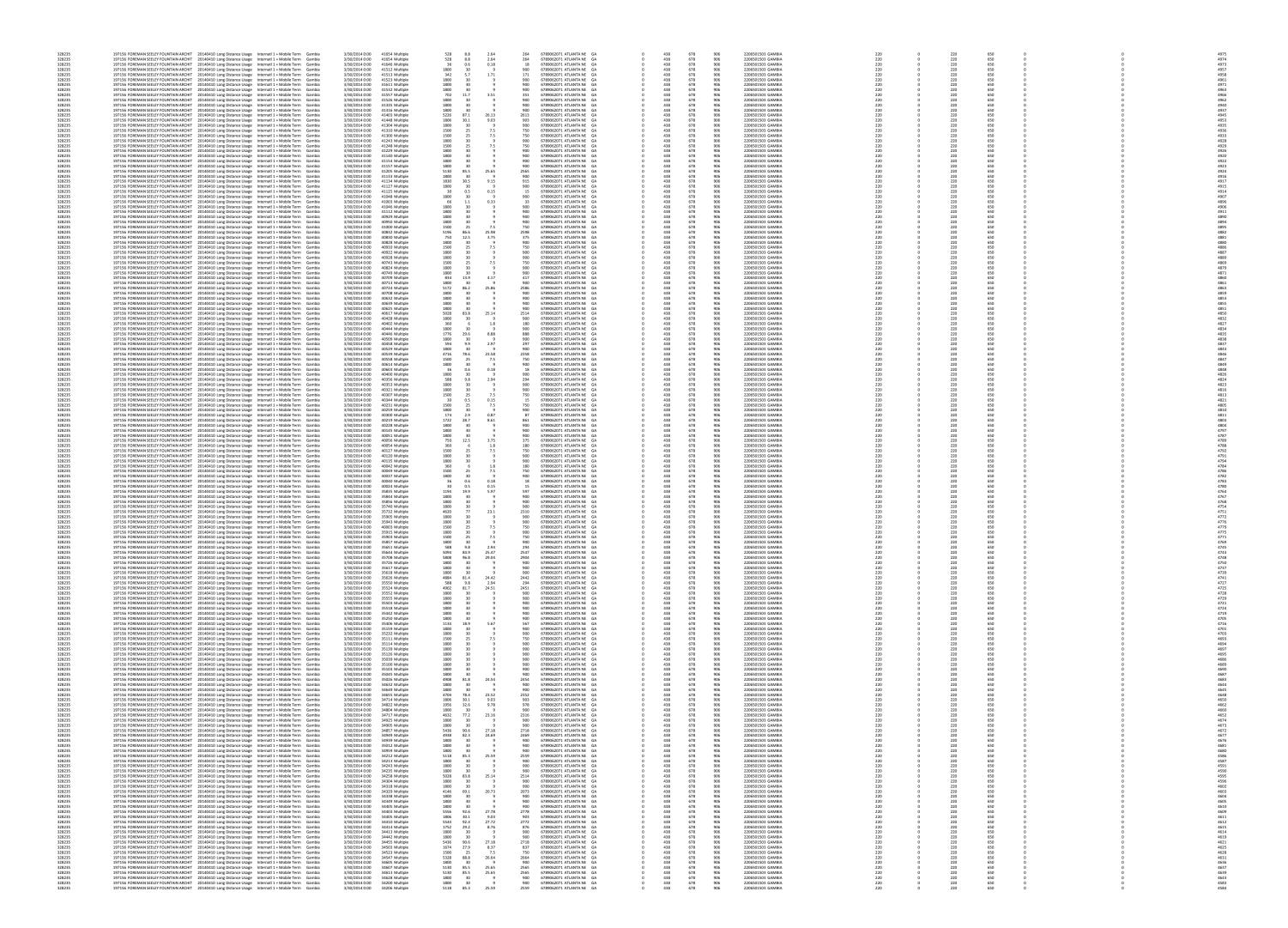


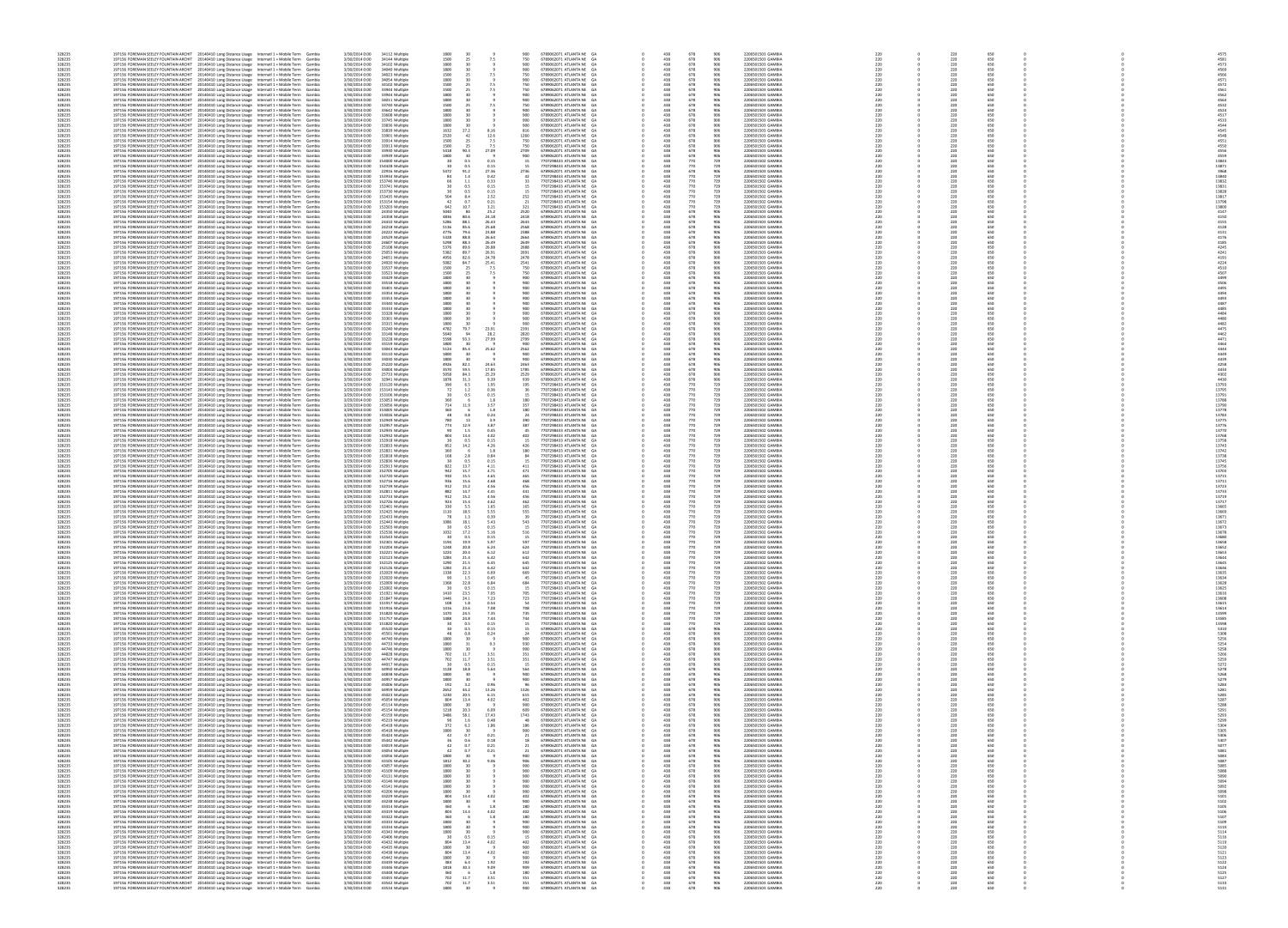


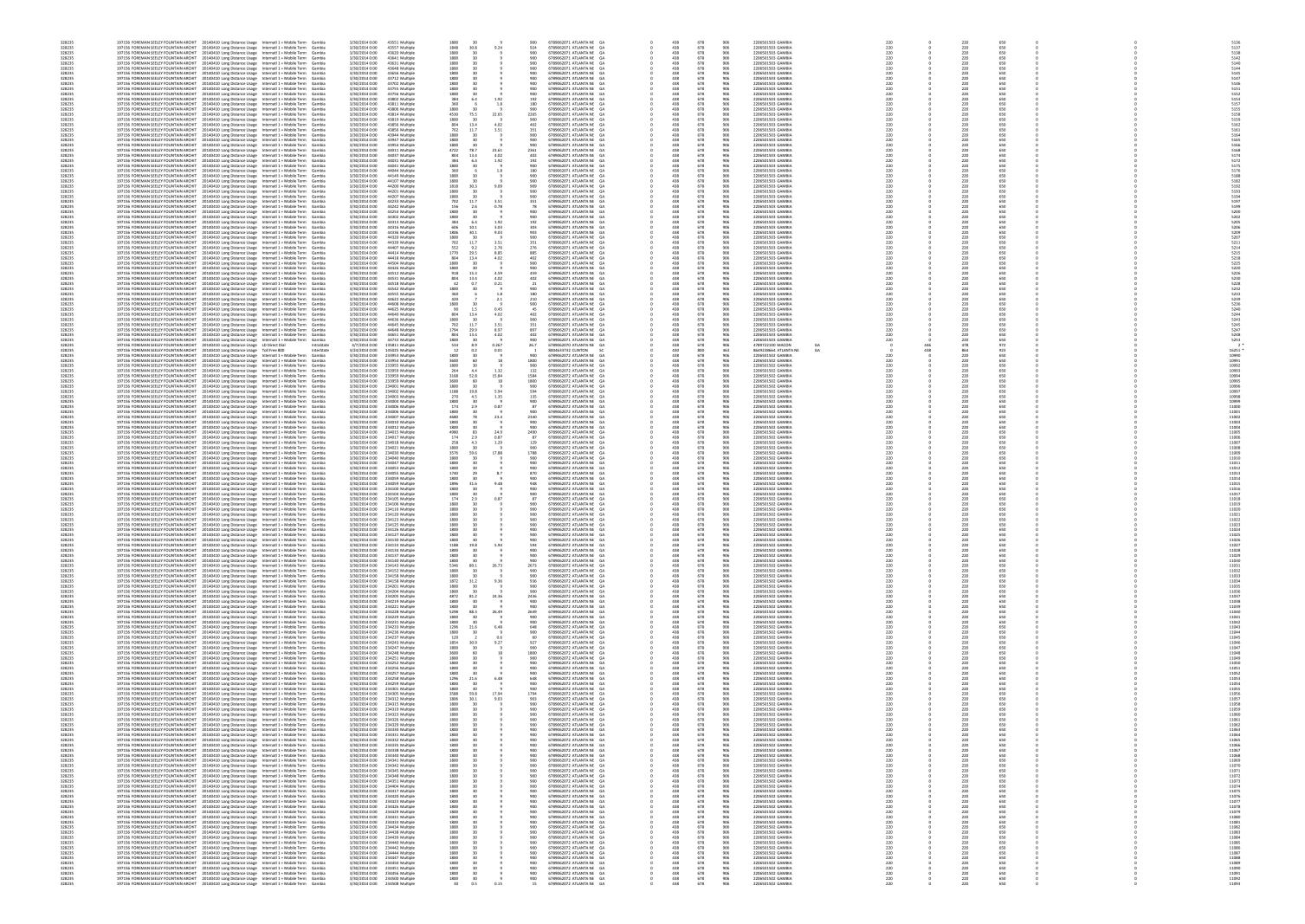


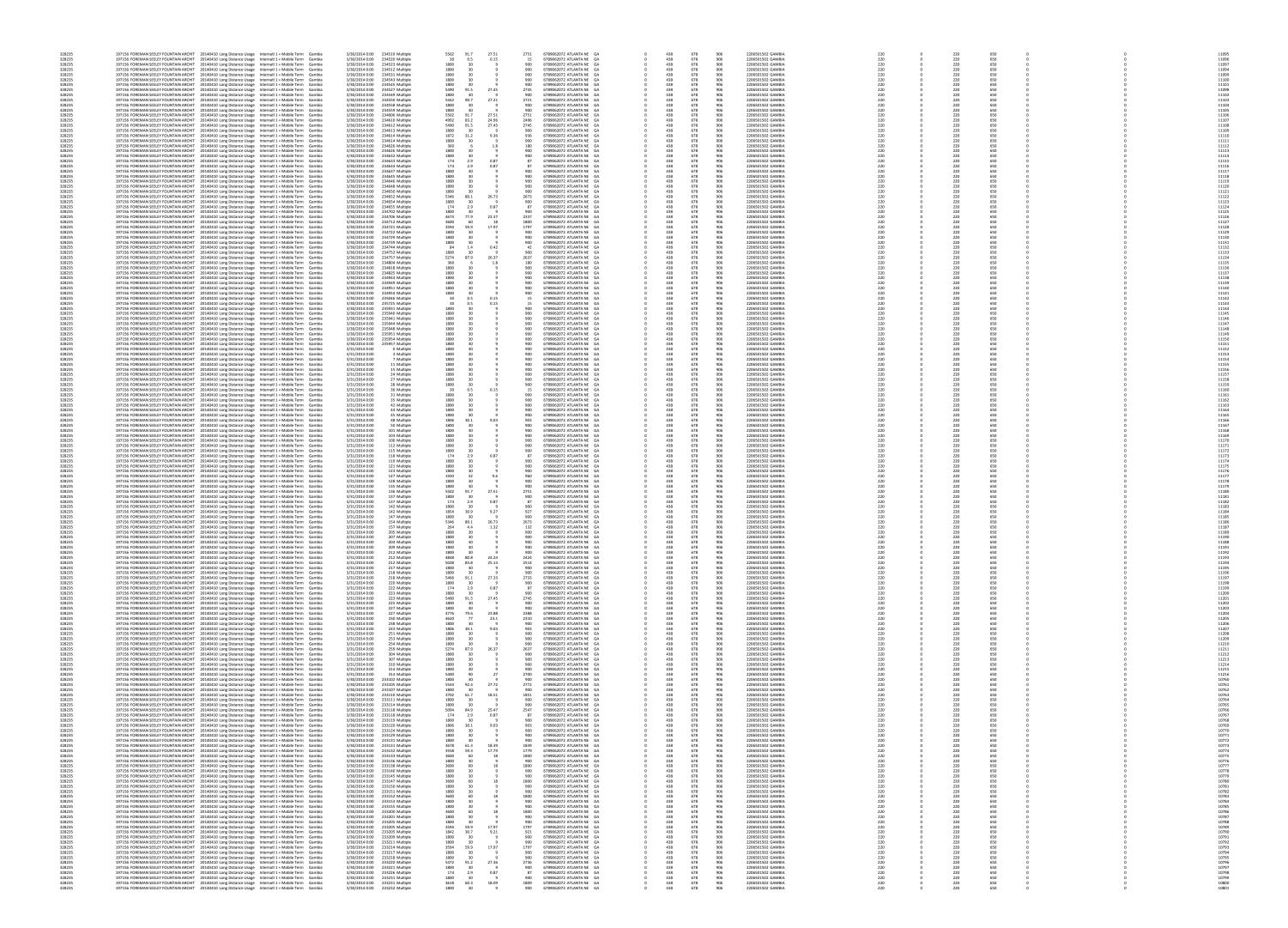


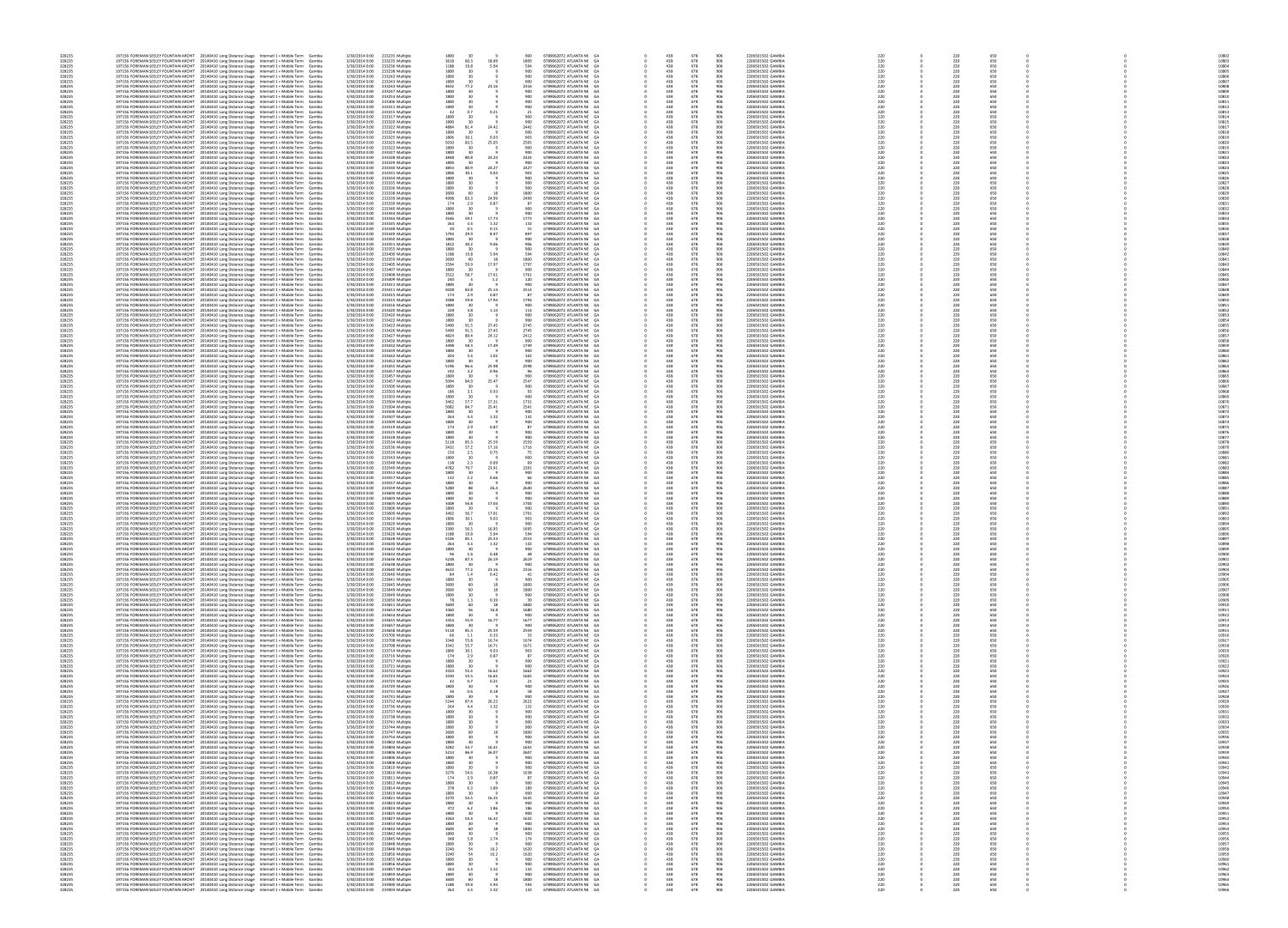


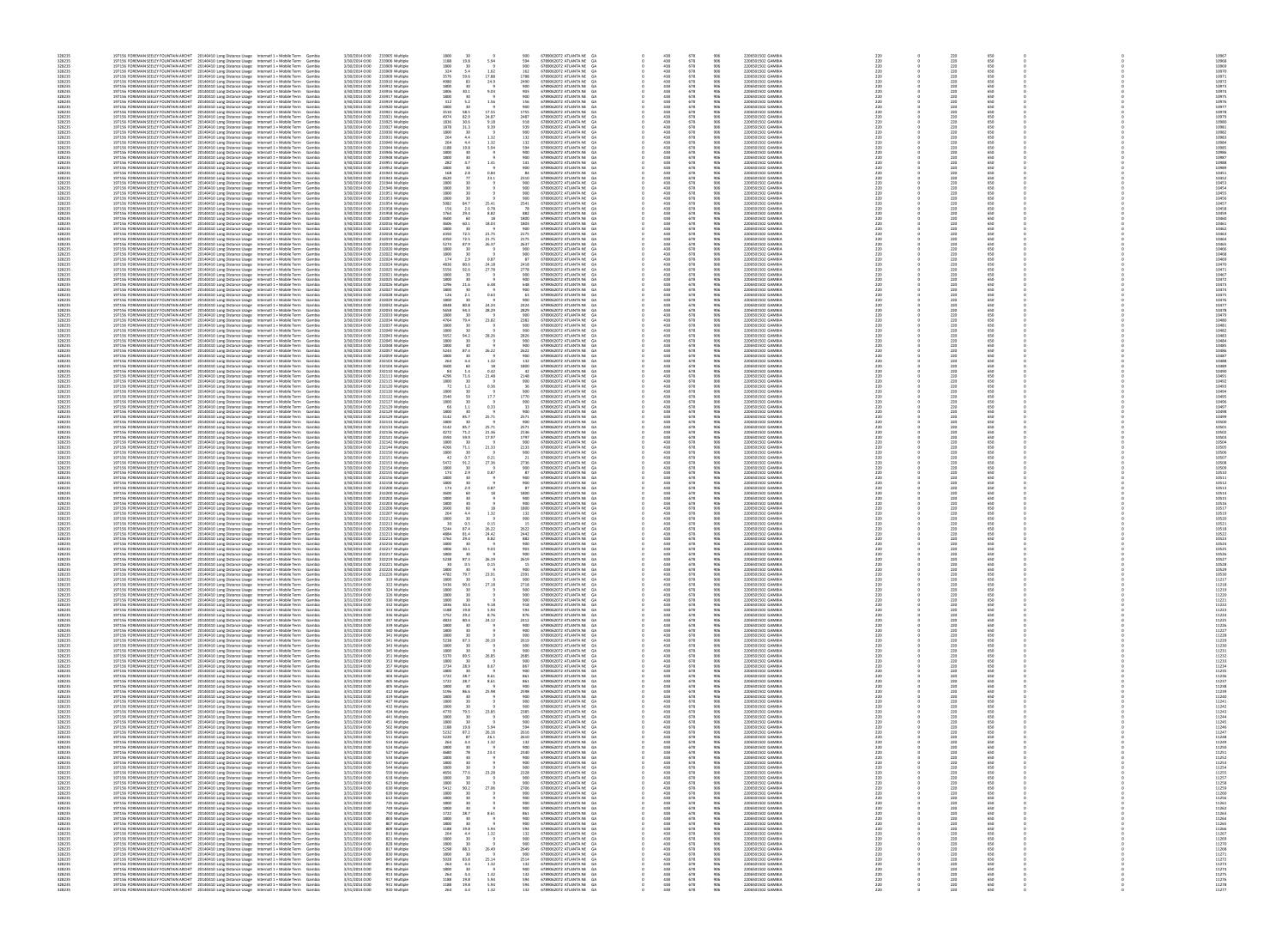


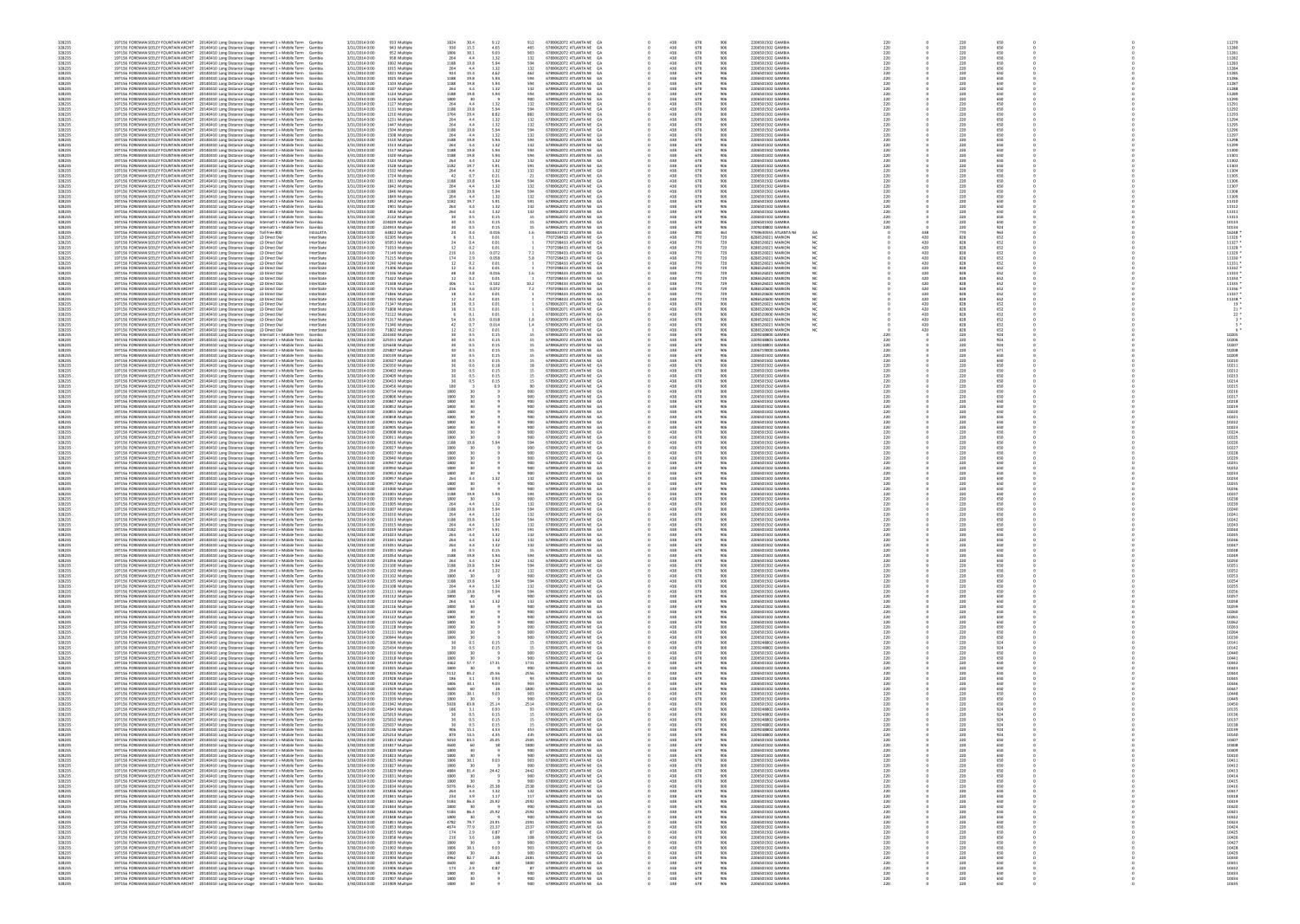


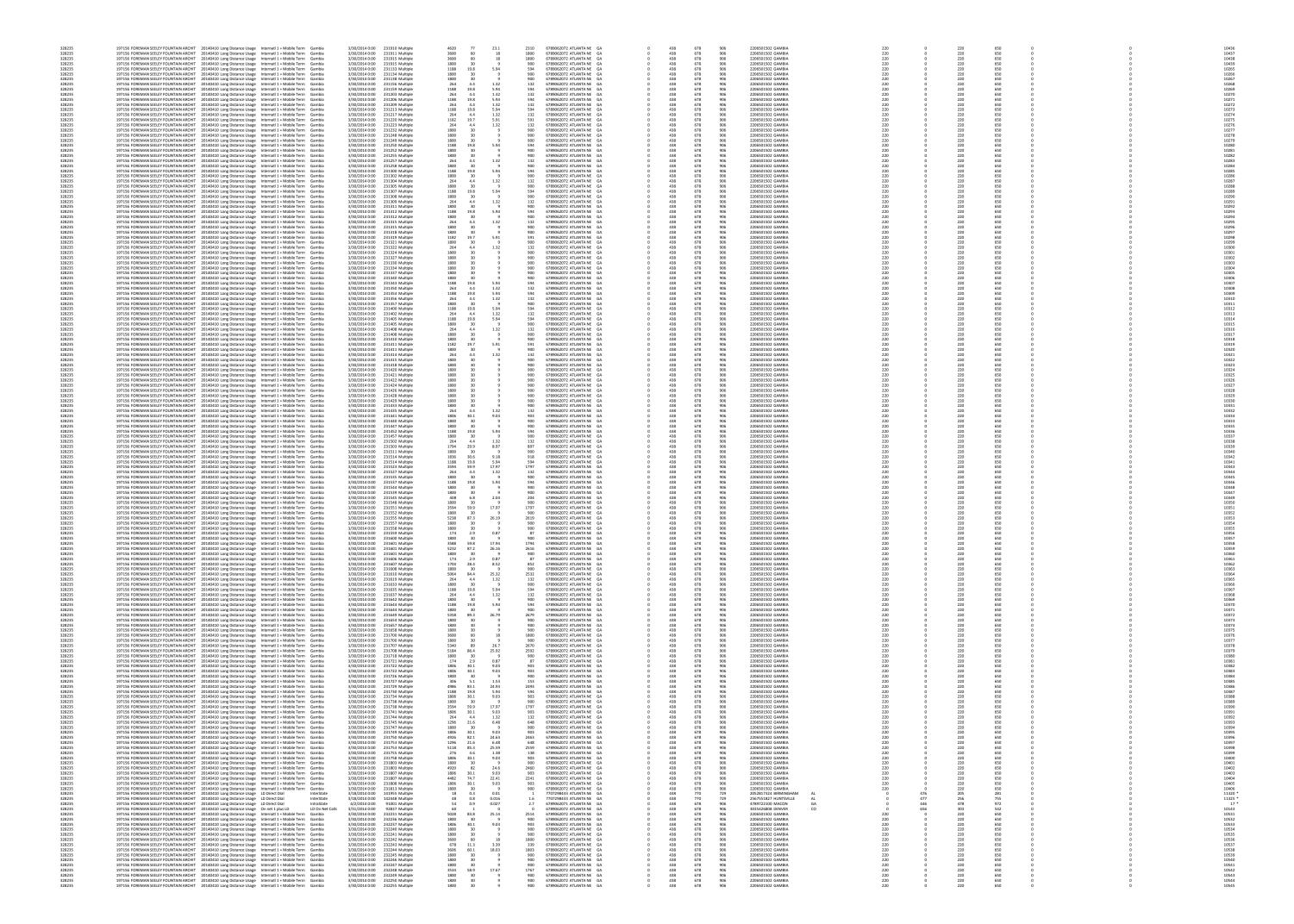


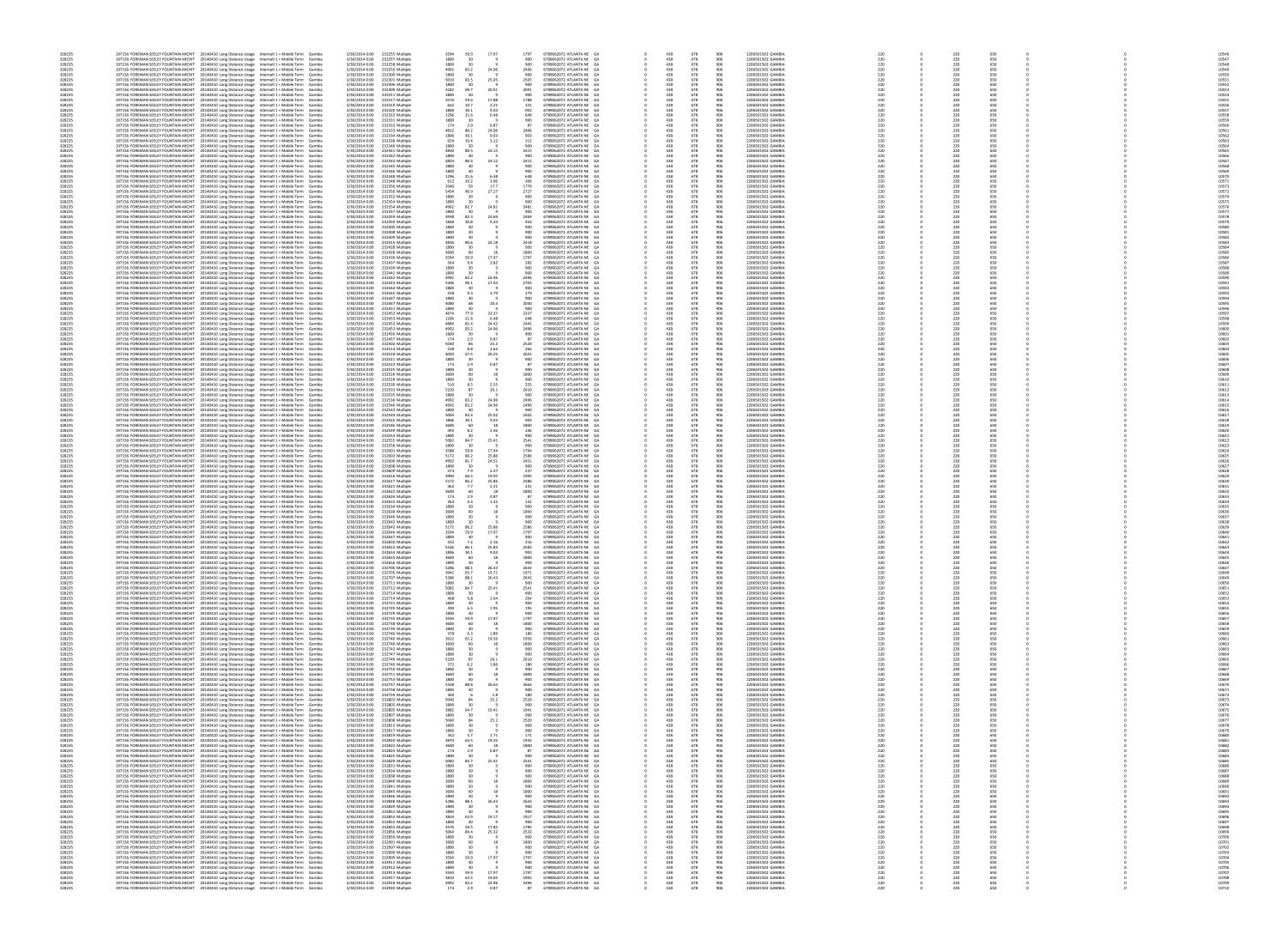




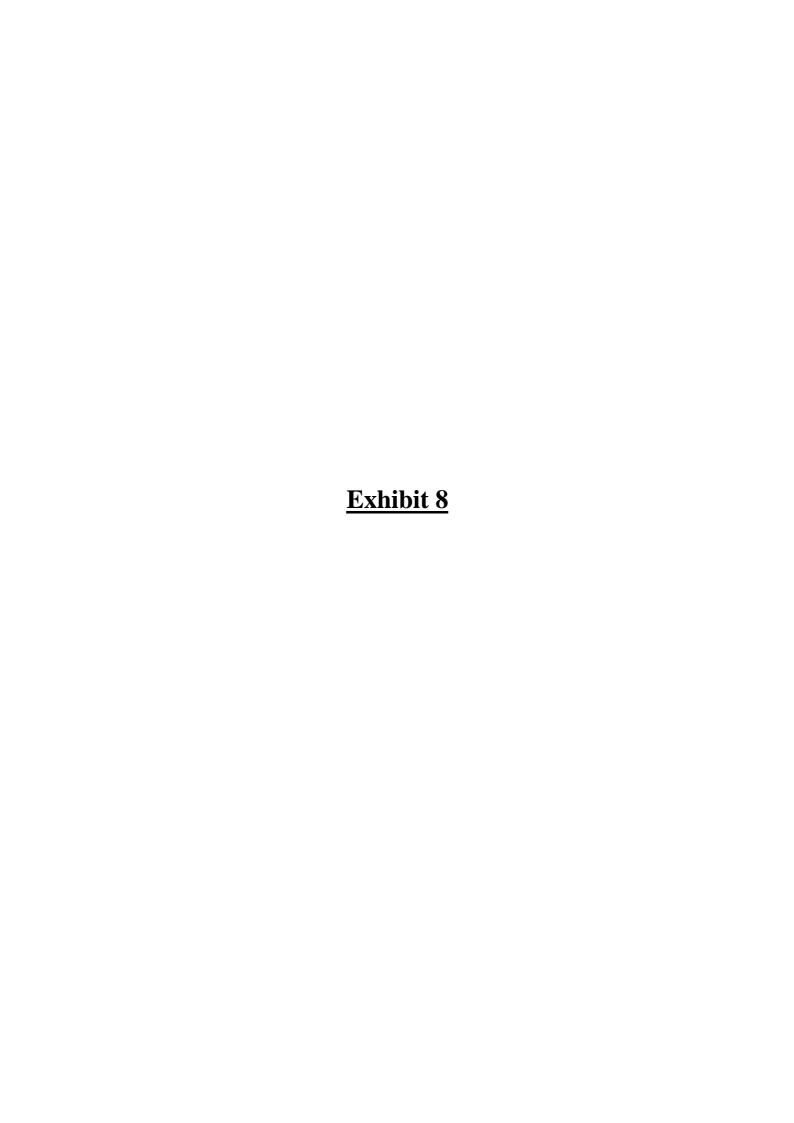


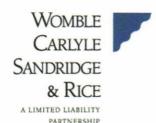






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328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat! 1 + Mobile Term Gambia	3/30/2014 0:00 232922 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10712
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 232925 Multiple	1800 30	9 90		0			906 2206501502 GAMBIA		220	0	220	650	0	0	10713
											220		220	650	· ·		10714
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 232927 Multiple	4980 83 24			0						U			U	U	
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 232927 Multiple	5208 86.8 26.	4 260	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10715
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 232932 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10716
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 232934 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	n	438 6	678	906 2206501502 GAMBIA		220	n	220	650	n	n	10717
328235		3/30/2014 0:00 232935 Multiple	1800 30	9 90		0			906 2206501502 GAMBIA		220	0	220	650	0	0	10718
	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia					U						U			U	U	
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 232935 Multiple	3486 58.1 17.	3 174	6789062072 ATLANTA NE GA	0			906 2206501502 GAMBIA		220	0	220	650	0	0	10719
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 232942 Multiple	3600 60	8 180	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10720
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						U						0			Ü	U	
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 232949 Multiple	1800 30			0			906 2206501502 GAMBIA		220	U	220	650	0	U	10723
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 232949 Multiple	5184 86.4 25.			0			906 2206501502 GAMBIA		220	0	220	650	0	0	10724
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 232950 Multiple	3594 59.9 17.	7 179	7 6789062072 ATLANTA NE GA	0	438 6	678	906 2206501502 GAMBIA		220	0	220	650	0	0	10725
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 232951 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	n	438 6	678	906 2206501502 GAMBIA		220	n	220	650	n	0	10726
											220		220	650			10727
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328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 232958 Multiple	1800 30	9 90		0			906 2206501502 GAMBIA		220	0	220	650	0	0	10728
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328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233005 Multiple	1800 30			0			906 2206501502 GAMBIA		220	0	220	650	0	0	10731
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328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233010 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10733
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat! 1 + Mobile Term Gambia	3/30/2014 0:00 233011 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10734
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328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 233015 Multiple	5364 89.4 26.						906 2206501502 GAMBIA		220	0	220	650	0	0	10736
						0					220			650		0	10737
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 233019 Multiple	1800 30	9 90		0						U	220		U	U	
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233022 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	0	438	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10738
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328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233030 Multiple	5142 85.7 25.	1 257	6789062072 ATLANTA NE GA	n	438 6	678	206 2206501502 GAMBIA		220	n	220	650	n	0	10740
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233034 Multiple	1800 30	9 90		0			906 2206501502 GAMBIA		220	0	220	650	0	0	10741
						U					220	0	220	650	Ü	U	10741
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233035 Multiple	1800 30	9 90		0			906 2206501502 GAMBIA			U			U	U	
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233036 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10743
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 233037 Multiple	3732 62.2 18.	6 186	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10744
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233040 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	n	438 6	678	906 2206501502 GAMBIA		220	n	220	650	n	0	10745
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						Ů.						U			Ů.	U .	
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233041 Multiple	1800 30			0			906 2206501502 GAMBIA		220	0	220	650	0	0	10747
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328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 233046 Multiple	264 4.4 1.	2 13	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10750
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 233046 Multiple	1800 30			0			906 2206501502 GAMBIA		220	0	220	650	0	0	10751
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328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233046 Multiple	4956 82.6 24.			0			906 2206501502 GAMBIA			0			0	0	10752
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233048 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10753
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internat! 1 + Mobile Term Gambia	3/30/2014 0:00 233054 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10754
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233056 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	Ď.	438 6	678	906 2206501502 GAMBIA		220	0	220	650	0	0	10755
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233056 Multiple	3534 58.9 17.	7 176		0			906 2206501502 GAMBIA		220	0	220	650	0	0	10756
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328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233057 Multiple	1800 30			0					220	0	220	650	0	0	10757
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internatl 1 + Mobile Term Gambia	3/30/2014 0:00 233057 Multiple	3714 61.9 18.	7 185	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10758
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage Internati 1 + Mobile Term Gambia	3/30/2014 0:00 233058 Multiple	1800 30	9 90	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2206501502 GAMBIA		220	0	220	650	0	0	10759
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage LD Direct Dial IntraStat	3/14/2014 0:00 100743 Multiple	42 0.7 0.0	1 2.	6789062072 ATLANTA NE GA	0	438 6	678	906 4789721645 MACON	GA.	0	446	478	972	0	0	10148 *
328235			222 3.7 0.1						906 4789721645 MACON	GA		446	478	972			10149 *
	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage LD Direct Dial IntraStat					ų.				GA.	U				Ů.	U.	
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage LD Direct Dial IntraStat		6 0.1 0.		6789062072 ATLANTA NE GA	0			906 4789722100 MACON	GA	0	446	478	972	0	0	10146 *
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage LD Direct Dial InterStat	3/14/2014 0:00 150144 Multiple	24 0.4 0.		6789062072 ATLANTA NE GA	0			906 2052817324 BIRMINGHAM	AL	0	476	205	281	0	0	10152 *
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage LD Direct Dial InterStat	3/14/2014 0:00 150235 Multiple	54 0.9 0.0	8 1.	6789062072 ATLANTA NE GA	0	438 6	678 9	906 2059819030 BIRMINGHAM	AL	0	476	205	981	0	0	10153 *
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage LD Direct Dial InterStat		36 0.6 0.0		6789062072 ATLANTA NE GA	0			906 2052967872 BIRMINGHAM	Al	o o	476	205	296	ò	0	10154 *
328235			342 5.7 0.1		6789062072 ATLANTA NE GA	0			906 2567010783 HUNTSVILLE	AL	0	477	256	701	0	0	10150 *
										AL	U				U .		
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage LD Direct Dial InterStat		6 0.1 0.		6789062072 ATLANTA NE GA	0			906 6308257900 ROSELLE	IL	0	358	630	825	0	Ü	10156 *
328235	197156 FOREMAN SEELEY FOUNTAIN ARCHIT 20140410 Long Distance Usage LD Direct Dial InterStat	3/31/2014 0:00 142047 Multiple	1092 18.2 0.3	4 36.	7707298433 ATLANTA NE GA	0	438 7	770	729 2059819030 BIRMINGHAM	AL	0	476	205	981	0	0	11345 *





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June 11, 2014

Gary Witt Associate General Counsel Time Warner Telecom 10475 Park Meadows Drive Littleton, Co. 80124

Re:

FSF -w- Time Warner Telecom

Account Number 328235 Invoice Number 06142094

Dear Mr. Witt:

Thank you for your call last week. On behalf of Foreman Seeley Fountain Inc. ("FSF") we look forward to resolving this matter expeditiously. We would greatly appreciate it if Time Warner Telecom ("TWTC") would provide the following information which will be helpful in trying to resolve the disputed amount.

- The TWTC Converged Services Voice & Internet Technical Requirements provides that one of the TWTC Order Engineering Center engineers will conduct a technical interview with customers to confirm voice and data requirements. As part of this interview there is to be completed a checklist for each service requirement, which includes, inter alia, the customer's elections with respect to Toll Restrictions and Call Blocking. Please provide us a completed copy of the checklist and any notes the OEC engineer took during the interview. When FSF ordered the Service it never contemplated having international service.
- Please provide the full routing for each of the international calls including all entities that were involved in the routing and completion of the international calls.
- Please provide a list of all entities that received or were entitled to receive a financial benefit from the international calls.
- Please identify all payments that TWTC either actually made or which were incurred by TWTC from the routing and completion of the international calls.

- If payments have been made by TWTC for the international calls, please provide a complete list of when the payments were made and to whom the payments were made.
- In our review of the call log provided by TWTC, it appears that the international call blocking at one point was turned off after it was put in place and then was turned back on. Please advise why the international call blocking, once it was implemented, was turned off.

Thank you very much for your assistance in this matter.

Sincerely,

WOMBLE CARLYLE SANDRIDGE & RICE A Limited Liability Partnership

Mark J. Palchick

mark from

Partner

cc: Tina Davis

WCSR 32614956v3